THE

POCKET LAWYER,

AND

Family Conveyancer.

THIRD EDITION.

Philadelphia:

CHARLES BELL, 40[illegible] MARKET STREET.

PRICE [illegible]

Property of Lucca Dunn

property of R. Shu

THE

POCKET LAWYER,

AND

FAMILY CONVEYANCER.

COMPRISING A SELECTION OF FORMS NECESSARY IN ALL MERCANTILE AND MONEY TRANSACTIONS, INCLUDING EVERY DIRECTION ESSENTIAL TO THE MAGISTRATE AND PRIVATE INDIVIDUAL; LAID DOWN IN SO PLAIN A MANNER, AS TO ENABLE EVERY PERSON TO TRANSACT HIS OWN CONCERNS, WITHOUT THE ASSISTANCE OF A LAWYER.

TO WHICH IS ADDED,

AN ABRIDGED

LAW DICTIONARY,

AND, THE

FEE BILL.

COMPILED BY A GENTLEMAN OF THE BAR.

THIS EDITION IS EMBELLISHED WITH UPWARDS OF

Twenty Pages of Script,

SERVING AS A MODEL FOR GOOD WRITING.

PHILADELPHIA:
CHARLES BELL, 405 MARKET STREET.
1833.
THIRD EDITION.

Form of a Common Negotiable Note.

$750. *Philadelphia, July 18th 1833.*

Sixty days after date, I promise to pay to the order of Tobias Smollet, Seven hundred and fifty dollars, with= out defalcation, for value recewed.

Nathan Evans.

NOTE.---With Security.

$150 00.

We, or either of us, promise to pay Samuel Jackson, or order, One hundred and fifty dollars, on the sixth day of November, One thousand eight hundred and thirty=three, for value received. Witness our hands this sixth day of July, one thousand eight hundred and thirty=three.

Nicholas Klinger,
Edward Allen.

PROMISSORY NOTE.

$150 00. *Philadelphia, July 20th 1833.*

Nine months after date, I promise to pay to James Bennet, or order, the sum of One hundred and fifty dollars, for value received. Witness my hand this 21st day of July, One thousand eight hundred and thirty=three.

Abraham Hultz.

No Witness is required.

RECEIPT.---*General Form.*

Received, Philadelphia August 2d 1833, of William Ludwig, Twenty five dollars and fifty cents, in full of all demands.

Richard Peters

$25 50.

Agreement for Building a House.

Articles of Agreement, Made and fully agreed upon the first day of August, in the year of our Lord, one thousand eight hundred and thirty-one, between Peter Niedel, of Hamburg, in the county of Berks, and State of Pennsylvania, merchant, on the one part, and Charles Hunt, of Kutztown, in the county aforesaid, Bricklayer, of the other part, to wit: the said Charles Hunt, for the consideration hereafter mentioned, doth for himself, his executors and administrators, covenant, promise, and agree, to and with the said Peter Niedel, his executors, administrators and assigns, that he, the said Charles Hunt, shall and will, within the space of eight months, next after the date hereof, in good and workman-like manner, and according to the best of his art and skill, well and substantially erect, build, set up, and finish, one house or messuage, in the town of Womelsdorf, Berks county, of the dimensions following: [*here insert the dimensions*] and compose the same with stone, brick, timber, and other materials, as the said Peter Niedel, or his assigns shall find or provide for the same. In consideration whereof, the said Peter Niedel, doth for himself, his executors and administrators, covenant and promise, to and with the said Charles Hunt,

his executors and assigns, well and truly to pay, or cause to be paid unto the said Charles Hunt, his executors, administrators and assigns, the sum of two thousand five hundred dollars, in manner following, to wit: fifteen hundred dollars at the beginning of said work, four hundred dollars more, in four months, provided the said house be at least one half done, and the remaining six hundred dollars, in full for the said work, when the same shall be completely finished. And also, that the said Peter Niedel, his executors, administrators or assigns, shall and will, at his and their own expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building the said house. And for the true performance of all and singular the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors, and administrators, unto the other, his executors, administrators, and assigns in the penal sum of five thousand dollars, firmly by these presents. In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

PETER NIEDEL, [L. S.]
CHARLES HUNT. [L. S.]

Sealed and delivered in the presence of

Common and Judgment Bond.

Know all men by these presents, That I Peter Bender, of the town of Mifflin, County of Juniata, and State of Pennsylvania, am held and firmly bound unto Abraham Burk, in the County and State aforesaid, in the sum of One Thousand Dollars, lawful money of Pennsylvania, to be paid to the said Abraham Burk, or to his certain attorney, executors, administrators, or assigns. To which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, and every of them firmly, jointly, and severally by these presents. Sealed with my seal—Dated the eighth day of July, one thousand eight hundred and thirty-three.

The condition of this obligation is such, that if the above bounden Peter Bender, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid, unto the above named Abraham Burk, or to his certain attorney, executors, administrators, or assigns, the sum of five hundred dollars, like money as aforesaid, on or before the eighth day of July next, ensuing the date hereof, with lawful interest, without any fraud or further delay;

then the above obligation to be void, or else to be and remain in full force and virtue.

[The above is the Common Bond entire; and by attaching the following Judgment to it, will complete the Common Judgment Bond.]

And further, I do hereby empower any attorney of the Court of Common Pleas of Juniata county, or any other court of record of Pennsylvania, or elsewhere, to appear for me, and after one or more declarations, filed for the above penalty, thereupon to confess judgment or judgments, as of last, or any subsequent term, with stay of execution until the day of payment herein before contained, with release of errors, &c.

Sealed and delivered in the presence of

Assignment of a Bond.

For a valuable consideration, to me in hand paid by Ephraim Cazy, I do hereby assign and set over the within obligation, and all the monies due there-

on, unto the said Ephraim Cazy, his heirs and assigns. And in case the same cannot be recovered of Charles Smoot, the obliger within named, then I promise and agree to pay the amount thereof, with all charges thereupon accruing, unto the said Ephraim Cazy, his heirs and assigns. Witness my hand and seal, the eighth day of July, one thousand eight hundred and thirty-three.

ROBERT COLTMAN.

[There should be two subscribing witnesses to this instrument.]

Release and Indemnity against a Bond mislaid or lost.

The condition of this obligation is such, That, whereas David Hope, in and by a certain obligation, bearing date on or before the seventh day of July, became bound unto Isaac Watson, in the sum of eight hundred dollars, conditioned for the payment of four hundred dollars, which said obligation is since mislaid or lost. And whereas the said David Hope, hath fully satisfied and paid the sum of four hundred dollars, with its interest, due on the said obligation, the receipt whereof, the said Isaac Watson doth hereby acknowledge,

and thereof, and from every part thereof, and all actions, suits and demands, concerning the same, doth acquit, and forever discharge the said David Hope, his heirs, executors and administrators, by these presents. If therefore, the said Isaac Watson, his heirs, executors and administrators, shall and do deliver up the said obligation, when it shall be found, to the said David Hope, his heirs, executors, or administrators, to be cancelled; and until the same shall be so delivered up and cancelled, shall save, defend, keep harmless, and indemnify the said David Hope, his heirs, executors, and administrators, and his and their goods and chattels, lands, and tenements, of and from the said obligation, and of and from all actions, suits, payments, costs, and charges, for or by reason thereof. Witness my hand and seal, the first day of August, one thousand eight hundred and thirty-three.

ISAAC WATSON, [L. S.]

Sealed and delivered in presence of

Receipt for Interest due on a Bond.

Received, August 2d. 1833, of Thomas Kepple, the sum of Sixty dollars, in full for one year's interest of One thousand dollars, due to me the third day of July last, on bond by the said Thomas Kepple.

Charles Cramer.

$60 00.

Assignment of a Bond or Bill.

I do hereby assign and set over all my right, title, claim, interest, property, and demand whatsoever, in and to the within bond, (or bill,) unto Solomon Stout, for value received. Witness my hand and seal, this first day of August, one thousand eight hundred and thirty-three.

John L. Cryder. (L.S.)

☞ Assignments of bonds or bills, in order to enable the assignee to sue in his own name, must be made under the hand and seal of the assignor, and before two or more credible witnesses.

NOTE,---WITH INTEREST.

$200.

I promise to pay Charles Smith, or order, the sum of Two hundred dollars, on demand, with interest till paid, for value received. Witness my hand, this first day of September, One thousand eight hundred and thirty=three.

Vincent M'Neal.

Lease of a House.

Agreed, the seventh day of July, in the year of our Lord, one thousand eight hundred and thirty-three, between Andrew King, of Lewistown, in the county of Mifflin, and State of Pennsylvania, Cooper, of the one part, and Robert Green, of the same place, Carpenter, on the other part, as follows: The said Andrew King, doth lease unto the said Robert Green, his heirs, and assigns, a certain lot of ground, whereon is erected, a brick dwelling house, and frame stable, situate in the town aforesaid, and now occupied by Israel Koons, adjoining grounds of George Fisher, for the term of two years, from the first day of April next, for the yearly rent of one hundred and twenty dollars, to be paid in four equal quarterly payments, viz: on the first days of July, October, January, and April, which said yearly rent, the said Robert Green doth for himself, his executors, and administrators, covenant and agree to pay to the said Andrew King, his heirs, executors, and assigns. And at the expiration of the said term, or sooner, he the said Robert Green, his heirs and assigns, shall and will quietly and peaceably surrender and yield up the said demised premises with the appurtenances, unto the said Andrew King, his heirs

and assigns, in as good order and repair, as the same now are; reasonable wear, tear, and casualties which may happen by fire or otherwise, only excepted.

In Witness whereof, we have hereunto set our hands and seals, the day and year above written.

ROBERT GREEN, [L. S.]
ANDREW KING. [L. S.]

Witness present.

Lease of a Farm.

THIS INDENTURE, Made the fifth day of August, in the year of our Lord, One thousand eight hundred and thirty-three, between THOMAS MORRISS, of the township of Derry, in the county of Mifflin, and State of Pennsylvania, Yeoman, of the one part, and CHARLES FRITZ, of Tulpehocken township, in the county of Berks, Yeoman, of the other part, **Witnesseth,** That the said Thomas Morriss, for and in consideration of the yearly rents and covenants herein after mentioned and reserved on the part and

behalf of the said Thomas Morriss, his heirs, executors, and administrators, to be paid, kept, and performed, hath demised, set, and to farm let, and by these presents doth demise, set and to farm let, unto the said Charles Fritz, his heirs and assigns, all that certain messuage or tenement, tract, piece, or parcel of land, situate in the township of Derry aforesaid, adjoining lands of Abner Davis, Thomas Smith, and others, now in the tenure of James Maxwell, containing three hundred and fifty acres, together with all and singular the buildings, improvements, and other the premises hereby demised with the appurtenances. To have and to hold the same unto the said Charles Fritz, his heirs executors, and assigns, from the first day of April next, for and during the term of three years, thence next ensuing, and fully to be complete and ended; yielding and paying for same unto the said Thomas Morriss, his heirs and assigns, the yearly rent, or sum of four hundred dollars, on the first day of April, in each and every year during the term aforesaid. And at the expiration of the said term, or sooner, if determined upon, he, the said Charles Fritz, his heirs and assigns, shall and will quietly and peaceably surrender and yield up the said demised premises, with the appurtenances, unto the said Thomas Morriss, his

heirs and assigns, in as good order and repair as the same now are, reasonable wear, tear, and casualties which may happen by fire or otherwise, only excepted.

In witness whereof the said parties have hereunto set their hands and seals, the day and year above written.

THOMAS MORRISS,
CHARLES FRITZ.

Sealed and delivered in the presence of

Assignment of a Lease.

Know all Men by these Presents, That I, Robert Green, the lessee within named, for and in consideration of one hundred and fifty dollars, to me in hand paid by Joseph Davis, at or before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, assigned, and set over, and by these presents do grant, assign, and set over, to Joseph Davis, his heirs and assigns, the within Indenture of lease, together with all and singular the premises hereby demised, with the appurtenances; to have

and to hold the same unto the said Joseph Davis, his heirs and assigns, for the residue of the term within mentioned, under the yearly rent and covenants within reserved, and contained on my part to be done, kept, and performed. WITNESS my hand and seal, the ninth day of August, One thousand eight hundred and thirty-three.

ROBERT GREEN. (L.S.)

Sealed and delivered in the presence of

Agreement for sale of an Estate.

Articles of Agreement, Indented, made, concluded, and agreed upon, the seventeenth day of July, in the year of our Lord, one thousand eight hundred and thirty-one, between Benjamin Franklin, of the township of Decatur, in the county of Mifflin, and State of Pennsylvania, Yeoman, of the one part, and Stephen Wilson, of the township and county aforesaid, of the other part, as follows, to wit:

The said Benjamin Franklin, for the consideration herein after mentioned

doth for himself, his heirs, executors and administrators, covenant, promise, grant, and agree, to and with the said Stephen Wilson, his heirs and assigns, by these presents, that he, the said Benjamin Franklin, shall and will, on or before the first day of April, next ensuing the date hereof, at the proper costs and charges of the said Benjamin Franklin, his heirs and assigns, by such deeds of conveyance, as he or they, or his or their council, learned in law, shall advise, well and sufficiently grant, convey, and assure, unto the said Stephen Wilson, his heirs and assigns, in fee simple, clear of all incumbrances, all that plantation or farm, containing six hundred acres, situate in the township of Decatur, Mifflin county, adjoining lands of John Row, and now in the tenure of James Moore; together with all and singular the buildings, improvements and other the premises hereby demised, with the appurtenances. In consideration whereof, the said Stephen Wilson, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said Benjamin Franklin, his heirs, and assigns, by these presents, that he the said Stephen Wilson, his heirs, executors, and administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said Benjamin Franklin, his executors,

or assigns, the sum of two thousand dollars, in manner following to wit: eight hundred dollars, part thereof, on the delivery of the deed for the premises; eight hundred dollars more, thereof, on the third day of January, which will be in the year of our Lord, one thousand eight hundred and thirty-three: and four hundred dollars on the third day of December, next then ensuing.

And for the true performance of all and every, the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors, and administrators, unto the other, his executors, administrators and assigns, in the penal sum of five thousand dollars, firmly by these presents. In witness whereof, the said parties to these presents have hereunto set their hands and seals. Dated the day and year first above written.

BENJAMIN FRANKLIN, [L.S.]
STEPHEN WILSON. [L.S.]

Sealed and delivered in the presence of

INDENTURE OF AN APPRENTICE.

THIS INDENTURE Witnesseth, That Ezra Law, of the city of Philadelphia, son of James Law, by and with the consent of his father, as testified by his signing as a witness hereunto, hath put himself, and by these presents doth voluntarily, and of his own free will and accord, put himself Apprentice to Jacob Knox, of the same place, Cooper, to learn his art, trade, and mystery, and after the manner of an Apprentice, to serve him from the day of the date hereof, for and during the full end and term of five years and six months, next ensuing. During all which term, the Apprentice, his said master faithfully shall serve, his secrets keep, his lawful commands every where gladly obey. He shall do no damage to his said master, nor see it done by others, without telling or giving notice thereof to his said master. He shall not waste his said master's goods, nor lend them unlawfully to any. With his own goods nor the goods of others, without license from his said master, he shall neither buy nor sell. He shall not absent himself, day nor night, from his said master's service, without leave; nor visit ale-houses, taverns, or play-house; but in all things behave himself as a faithful Apprentice ought to do, during the said term.

And the said master shall use the utmost of his endeavors to teach, or cause to be taught or instructed, the said Apprentice, in the trade or mystery of a Cooper, and procure for him sufficient meat, drink, apparel, lodging and washing, fitting for an Apprentice, during the said term of five years and six months, and give him within the said term, six months schooling, one-half thereof is to be in the last year of the said term; and when he is free, to give him two suits of clothing, one whereof is to be entirely new. And for the performance of all and singular the covenants and agreements aforesaid, the said parties bind themselves each unto the other, firmly, by these presents. In witness whereof, the said parties have set their hands hereunto. Dated the thirtieth day of July, in the year of our Lord One thousand eight hundred and thirty-three.

JACOB KNOX, [L. S.]
EZRA LAW. (L. S.)

Sealed and delivered in the presence of
JAMES LAW.

ASSIGNMENT OF AN APPRENTICE.

Know all Men by these Presents, That I, the within named Jacob Knox, for divers good causes and considerations, have assigned and set over, and by these presents as far as I lawfully may or can do, assign and set over the within Indenture, and the Apprentice therein named, unto Jeremiah Miller, his heirs and assigns. He and they performing all and singular the covenants therein contained on my part and behalf to be done, kept, and performed, and indemnifying me for the same. Witness my hand and seal the twenty-first day of August, One thousand eight hundred and thirty-three.

JACOB KNOX. (L.S.)

Witness Present,

JUDGMENT NOTE.

I promise to pay William Smith or order, Five hun=dred dollars, on the sixth day of May, One thousand eight hundred and thirty four; with lawful interest for the same, without defalcation, for value received. And further I do hereby empower any attorney of the Court of Com=mon Pleas of Juniata county, or any other Court of Record in Pennsylvania, to confess judgment for the above sum and costs, with release of errors, &c. Wit=

nefs my hand and seal, this twenty=second day of June One thousand eight hundred and thirty=three.

Stephen Cummings. (S)

Sealed and delivered in the presence of

☞ The principal difference between a sealed note and one without a seal, are, that the former must be first paid in the settlement of a decedent's estate, and is not barred by the statute of limitation.

Notes payable to order or bearer, when transferred, give to the assignee a right against all the antecedent parties whose names are on them.

A note may be transferred either before or after it is due. When taken before due, the assignee is not affected by any circumstances existing between the antecedent parties to the note. When received after due, the assignee takes the note subject to all the equitable rights existing between the parties.

Form of an Accommodation Note to be Discounted at a Bank.

$600 00 Philadelphia, August 20, 1833.

Sixty days after date, I promise to pay to the order of William Dubbs, Six hundred dollars, without defalcation. Value received. Samuel Bacon.

Credit the Drawer,

Walter James.

BILL OF EXCHANGE.

$500 00 *Pittsburg, August 27, 1833.*

Thirty days after sight, pay to John Opp, or order, this my first Bill of Exchange for Five hundred dollars, (second and third of same tenor and date not being paid,) without further advice from

Your humble servant,

Peter Allen.

To James Korne, Esq. Boston.

LETTER OF ATTORNEY.

Know all Men by these presents, That I, James Bennett, of Wayne township, Mifflin county, and state of Pennsylvania, Merchant, have made, constituted and appointed, and by these presents do make, constitute and appoint, and in my place and stead, put and depute John Thompson, of Alsace township, Berks county, and state aforesaid, Farmer, my true and lawful attorney, for me and in my name, and for my use, to ask, demand, sue for, recover and receive all such sum and sums of money, debts, goods, wares, dues, accounts, and other demands whatsoever, which are, or may be due, owing, payable, and belonging to me, or detained from me, by any manner of ways or means whatsoever, or in whose hands soever the same may be found; and also to pay and discharge all sums of money, due and owing by me, to any person or persons whatsoever, giving and granting unto my said attorney, by these presents, my full and whole power, strength, and authority, in and about the premises, to have, use and take all lawful ways and means in my name, and for the purpose aforesaid, and upon the receipt of any such debts, dues, or sums of money, acquittances, or other sufficient discharges for me, and in

my name, to make, seal and deliver. And generally, all and every act or acts, thing or things, device and devices in the law, whatsoever needful and necessary to be done in and about the premises, for me and in my name to do, execute, and perform, as fully, largely, and amply, to all intents and purposes, as I myself might or could do, if personally present, and attornies one or more under him, for the purpose aforesaid, to make and constitute, and again to revoke at pleasure.—Hereby ratifying, allowing, and holding for firm and effectual, all and whatsoever my said attorney, shall lawfully do, in and about the premises aforesaid, by virtue hereof. In witness whereof, I have hereunto set my hand and seal, the twentieth day of July, in the year of our Lord One thousand eight hundred and thirty-three.

JAMES BENNETT. [L.S.]

Sealed and delivered in the presence of

Mifflin county, ss.

On the first day of August, in the year of our Lord One thousand eight hundred and thirty-three, personally appeared before me the subscriber, one of the

Justices of the Peace, in and for the said county, the above named James Bennett, and acknowledged the foregoing Letter of Attorney, to be his act and deed. Witness my hand and seal, on the day and year above written.

WILLIAM TEMPLE, J. P.

OBSERVE.—A Letter of Attorney is an instrument of writing, authorising another to do some lawful act, in the name of the person who executes such letter, as, to receive debts, to sue a third person, &c. If a letter of attorney be going in a different jurisdiction, it should be acknowledged before a Judge, or Justice of the Peace. All powers of attorney shall be accounted and taken to be in force, until the attorney or agent shall have due notice of a countermand, revocation, or death of the constituent.

LETTER OF ATTORNEY.—*To receive Debts.*

Know all Men by these Presents, That I, JOSEPH M. COGLEY, of the borough of Lewistown, county of Mifflin, and State of Pennsylvania, *Merchant Tailor*, (for divers good causes and considerations, me hereunto moving,) have made, ordained, authorised, constituted, and appointed, and by these presents do make, ordain, authorise, constitute, and appoint Philip Kneas, of

the same place, my true and lawful attorney, for me and in my name, and to my use, (*or, to the use of him the said Philip Kneas,*) to ask, demand, sue for, recover, and receive, of Nathaniel Jones, of Milford, Pike county, and state aforesaid, all and every such sum and sums of money, debts, and demands whatsoever, which now are due and owing unto me the said Joseph M. Cogley, by and from the said Nathaniel Jones, and in default of payment thereof, to have, use, and take, all lawful ways and means, in my name, or otherwise, for the recovery thereof, by attachment, arrest, distress, or otherwise, (and to compound for the same,) and on receipt whereof, to make, seal, and deliver acquittances, or other sufficient discharges for the same, for me and in my name; and to do all lawful acts and things whatsoever concerning the premises, as fully, in every respect, as I myself might or could do, if I were personally present, and an attorney or attornies under him for the purposes aforesaid, to make, and at his pleasure to revoke; hereby ratifying, allowing, and confirming, all and whatsoever my said attorney shall in my name lawfully do, or cause to be done, in and about the premises, by virtue of these presents. In witness whereof, I

have hereunto set my hand and seal, the twentieth day of August, One thousand eight hundred and thirty-three.

JOSEPH M. COGLEY, [L.S.]

Sealed and delivered in the presence of

Sale of Goods and Chattels.

The condition of this present public vendue, held this first day of July, A. D, one thousand eight hundred and thirty one, for the sale of the goods and chattles of the subscriber, are as follows:—The highest and best bidder to be the buyer; any person buying to the amount of five dollars, and under, to pay cash, and for all sums exceeding, the purchasers, to have three months credit from this date, by giving their notes of hand, [before the removal of the goods,] with approved security.

THOMAS TUCKER.

Conditions of Public Vendue.

The conditions of the present Public Vendue, made and held this twenty-first day of August, A. D. one thousand eight hundred and thirty-three, for the sale of a messuage and tract of about thirty-five acres of land, with the appurtenances, situate in Union township, Berks county, now in the tenure of Joseph Black, are as follows: The highest and best bidder to be the buyer, and if any dispute arise as to the last and best bidder, the property shall be put up at a former bidding. That the purchaser shall within one hour after the property is struck off to him, pay down the sum of three hundred dollars, lawful money of Pennsylvania, or give his note of hand, payable ten days after date, and shall pay the further sum of one thousand dollars, like money aforesaid, on the first day of August next, and give satisfactory security for the payment of the residue, in two equal annual payments thereafter, with lawful interest from the said first day of August next, payable annually. On the purchaser performing as aforesaid, the subscriber hereby obligates and binds himself, his heirs, executors, administrators, or assigns, that he, or either of them, shall and will, at the proper costs and charges of such purchaser, his heirs or assigns, sign, seal, and

deliver, or cause so to be done, a good and sufficient deed, in fee simple, for conveying and assuring the said premises, with the appurtenances, unto the said purchaser, his heirs and assigns; and shall and will on the first day of April next, (the purchaser having performed as aforesaid,) give a quiet and peaceable possession of said premises to the purchaser, his heirs or assigns. [Here make the necessary reserves, such as grain in the ground, &c.] And for the true performance of all and singular the covenants aforesaid, I Joseph Black, do for myself, my heirs, executors, administrators, and assigns, hereby bind myself to comply with the aforesaid conditions. In witness whereof, I have hereunto set my hand and seal, the day and year first above written.

JOSEPH BLACK, (L.S.)

Sealed and delivered in the presence of

Agreement with a Clerk or Workman.

It is agreed, the first day of April, in the year of our Lord, one thousand eight hundred and thirty-three, between Charles Price and Daniel Dunn, both

of the borough of Lewistown, and county of Mifflin, in manner following, to wit: the said Samuel Smith, covenants and agrees faithfully, truly and diligently to write (or work) for, and act as the clerk (or journeyman) of him, the said Charles Price, from the day of the date hereof, for and during the space of one whole year, if so long both parties live, without absenting himself, from the same; during which time, he the said David Dunn, will resort to the said Chales Price's office [or shop] in Lewistown, and there attend, and perform the clerkship (or work) aforesaid, without revealing any of the secrets of the said Charles Price, his occupation or business. In consideration of which service, so to be performed, he, the said Charles Price, covenants and agrees, to allow and pay, to the said David Dunn, the sum of five hundred dollars by four equal quarterly payments, or oftener, if required. Provided, nevertheless, that when and as often as the said Charles Price hath not writing (or work) sufficient to keep the said David Dunn, in employ, then and so often, during such time, it shall be lawful for the said David Dunn to do any other business for his own use, and on his own account; but if it should happen that the said David Dunn fall sick, or shall be absent from the office (or shop) of the said Charles Price, when he

Lewistown, Mifflin county, Pennsylvania, merchant, for and in consideration of one thousand dollars, to me in hand paid, by Philip Goodwin, of the same place, at or before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained, and sold, and by these presents, do grant bargain and sell, unto the said Philip Goodwin, his executors, administrators and assigns, all the goods, household stuff, implements and furniture, and all other goods and chattels whatsoever, mentioned and expressed in the schedule hereunto annexed. [*Or thus*, herein after particularly mentioned, that is to say, one bureau, one dining table, &c.] now remaining and being in the house of Thomas Potter: To have and to hold all and singular, the said goods, household stuff and furniture, and other the premises above bargained and sold, or mentioned, or intended so to be, the said Philip Goodwin, his executors, administrators and assigns forever. And I, the said Thomas Potter, for myself, my heirs, executors and administrators, all and singular, the said goods, &c. unto the said Philip Goodwin, his executors, administrators, and assigns, against me, the said Thomas Potter, my executors and administrators, and against all and every other person and persons whomsoever, shall and will warrant,

and forever defend by these presents. Of all and singular which said goods, &c. I the said Thomas Potter, have put the said Philip Goodwin in full possession, by delivering to him the said Philip Goodwin, one silver spoon, at sealing and delivery of these presents, in the name of the whole premises hereby bargained and sold, or mentioned, or intended so to be, unto him the said Philip Goodwin, as aforesaid. In witness whereof, I have hereunto set my hand and seal, the thirtieth day of August, One thousand eighthundred and thirty-three.

THOMAS POTTER, (L.S.)

Sealed and delivered in the presence of

MORTGAGE.

THIS INDENTURE, Made the first day of July, in the year of our Lord one thousand eight hundred and thirty-three, between Charles Thompson, of the borough of Lewistown, county of Mifflin, and State of Pennsylvania, of the one part, and Josiah Brown, of Fermanaugh township, county

and State aforesaid, of the other part, **Witnesseth,** That the said Charles Thompson, in and by a certain bond or obligation, duly executed, bearing even date herewith, doth stand bound unto the said Josiah Brown, in the penal sum of one thousand five hundred dollars, lawful money of the State of Pennsylvania, conditioned for the payment of seven hundred and fifty dollars, lawful money aforesaid, on the first day of June, next ensuing the date hereof, with lawful interest for the same, as in and by the said recited obligation and condition thereof, more fully appears. Now, this Indenture witnesseth, that the said Charles Thompson as well for and in consideration of the aforesaid debt, or sum of seven hundred and fifty dollars, and for the better securing the payment thereof, with interest till paid, unto the said Josiah Brown, his executors, administrators and assigns, in discharge of the said recited obligation, as of the further sum of two dollars to him paid by the said Josiah Brown, at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said Josiah Brown, his executors, administrators and assigns, all that, &c. [Here insert the premises.]

Together with all and singular the buildings, improvements, ways, water courses, rights, liberties, privileges, hereditiments, and appurtenances whatsoever, unto the said hereby granted premises, belonging, or in any wise appertaining, and the reversions and remainders thereof: To have and to hold the said messuage, &c. hereditiments and premises hereby granted or mentioned, or intended so to be with the appurtenances, unto the said Josiah Brown, his heirs, and assigns, to the only proper use and behoof of the said Josiah Brown, his heirs and assigns for ever. Provided always, nevertheless, that if the said Charles Thompson, his heirs, executors, administrators or assigns, shall and do well and truly pay or cause to be paid, unto the said Josiah Brown, his executors, administrators or assigns, the aforesaid debt or sum of seven hundred and fifty dollars, on the day and time herein before mentioned and appointed, together with lawful interest for the same, according to the condition of the said recited obligation, without fraud or further delay, and without deduction, defalcation, or abatement to be made for, or in respect of taxes, charges, or assessments, whatsoever, then, as well this present indenture, and the estate hereby granted, as the said recited obligation shall become void and of no effect, any

thing herein before contained to the contrary in any wise, notwithstanding. In Witness whereof, the said parties have hereunto set their hands and seals, the day and year above written.

JOSIAH BROWN, [L.S.]
CHARLES THOMPSON. [L.S.]

Sealed and delivered in the presence of

Acknowledgment of a Mortgage.

The third day of July, A. D. one thousand eight hundred and thirty-three, before me the subscriber, one of the Justices of the Peace, in and for the county of Mifflin, came the above named Charles Thompson, and acknowledged the above indenture to be his act and deed, and desired the same might be recorded as such. Witness my hand and seal.

DANIEL KELLY, *J. P.* [L.S.]

Observe.—Every contract for securing money, by a conveyance of real estate to the lender, is deemed in

equity a mortgage; and the borrower will be entitled to redeem his property, although the conveyance is on the face of it absolute.

All persons who have an estate in lands or other real property, may mortgage the same to the extent of their interest, if they are not under a legal disability; as infancy, or coverture in a woman.

A mortgage on real property, in order to be protected against a subsequent mortgage or conveyance, must be registered in the Clerk's office of the county where the estate lies.

A mortgage for the purchase money, made at the time of the conveyance, takes preference to any previous judgment.

Receipt for money received of a third person.

Received, August 24th 1833, of John Zieber, by the hands of Zebulon Yeager, the sum of Nineteen dollars, in full of all demands.

$19 00 *Robert Swan.*

NOTICE—From a Landlord to a Tenant.

Sir,

Being in possession of a certain House and Lot of ground, with the appurtenances, belonging to me, situate in the borough of Lewistown, which was demised to you by me, for the term of two years, which said term will expire and terminate on the sixth day of September; I hereby notify you that it is my desire to have again and

re=possess the said premises, and I do hereby demand and require you to leave the same.

Witness my hand this third day of August, one thou=sand eight hundred and thirty=three.

Thomas Shaw.

Mr. George Jubey.

Claim to be filed by Lien Creditors in the Prothonotary's office.

JOHN MOON of the borough of Kittanning, in the county of Armstrong, and state of Pennsylvania, Plasterer, files his claim for one hundred and sixty dollars, against a certain house and lot of ground, belonging to Peter Quince, situate on the west side of Main street, number 410, in the plan of said borough, containing in front on Main street, sixty feet, and in depth one hundred and fifty feet, bounded on the east by the said Main street, on the north by ground of Peter Parley, on the south by ground of John Halyard, and on the west by Liberty alley, for that sum due him for plastering, and materials furnished by him in erecting the aforesaid house in April, 1833.

August 1st 1833. JOHN MOON.

☞ The above form will answer for any claim whatever of lumber merchants, brick-makers, stone cutters, masons, lime merchants, painters and glaziers, carpenters, blacksmiths, iron-mongers, and all others employed in erecting a house, or other building, or in furnishing materials for the same, substituting the real names of the parties, descriptions, kind of work or materials, &c. in place of those printed above.

[illegible] out a Road.

To the Honorable [illegible] Judges of the [illegible] Common Pleas of Juniata county, now composing a court of Quarter Sessions of the Peace, in and for said county,

The Petitioners [illegible] inhabitants of the township of ——— in said county, humbly sheweth:—

That your petitioners labor under great inconveniences for want of a road or highway to lead from to . Your petitioners therefore humbly pray the Court to appoint proper persons to view and lay out the same according to law.

And they will pray, &c.

Petition for Review of a Road.

To the Honorable the Judges of the Court of Common Pleas of the county of Juniata, now composing a Court of Quarter Sessions of the Peace, in and for said county.

The Petition of divers inhabitants of the township of —— in said county, Humbly Sheweth:—

That a road has been lately laid out, by order of the Court from &c. which road if confirmed by the Court will be very injurious to your petitioners, and burdensome to the inhabitants of the township through which the [illegible] petitioners therefore pray

your honors to appoint proper persons to review the said road, and parts adjacent; and make report to the Court according to law.

And they will pray, &c.

REPORT.

To the Honorable the Judges within named.

WE, the persons appointed to review the road within

mentioned, and parts adjacent, do report: That in pursuance of the said order, we did review the same, and have laid out for public use, the following road, to wit: beginning, &c. (or, after **"same"** *say,* **"and in our opinion there is no occasion for such a road."**) *Witness our hands, &c.*

Petition for vacating a Road.

To the Honorable, &c. The Petition of, &c. Humbly Sheweth:—

That a Road has been long since laid out from, &c.

world, unto the day of the date of the said obligation: And for the better attestation and confirmation of this award, we the said arbitrators, have hereunto set our hands and seals, the tenth day of August, One thousand eight hundred and thirty-one.

JOHN HENCOCK.
HENRY PETERS.
THOMAS PATTON.

☞The act by which parties refer a matter in dispute to the decision of a third person, is called a Submission—the person, an Arbitrator—and his decision, an Award.

The Submission may be verbal or in writing. And as it is a mere authority, it may in either case be revoked; but then notice must be given of the revocation before an Award. If the submission is by bond, it will become forfeited by a revocation.

It is common to have several arbitrators. When this is the case, they must all join in the award, unless it is otherwise provided for in the Submission. And where there is such a provision, all must be present, unless those who are absent had proper notice.

An Award, to be good, must be according to the submission. If it embraces the matter not comprehended in the submission, it is so far void.

The Award ought to comprehend every thing submitted, and not be of parcel only. It must also be certain, or capable of being reduced to a certainty—advantageous—mutual—and final.

Rule of Arbitration under the Compulsory Arbitration Law.

In the District Court for the county of Mifflin.

John Home.
vs.
Caleb Cooke.
} Of the August term, 1833. No. 314.

And now August 15th, 1833, agreeably to the directions of the act of Assembly of the Commonwealth of Pennsylvania, entitled " An act regulating Arbitrations," the plantiff by writing filed, enters, a rule of reference in the above cause, and declares it to be his determination to have arbitrators chosen on the 15th day of August, 1833, at ten o'clock in the forenoon of that day, at the office of the Prothonotary of the said court, in the borough of Lewistown, for the trial of all matters at variance in the above suit, between the parties.

JOHN HOME, *Plaintiff.*

☞The above must filed in the office of the Prothonotary, who will grant a rule of reference.

Petition for License to Tavern-Keepers.

To the Honorable the Judges of the Court of Common Pleas of Mifflin county, now composing and holding a Court of General Quarter Sessions of the Peace, in and for said county, of August Term, 1833.

The petition of WALTER HARDY, of the borough of Lewistown, in the county of Mifflin, respectfully sheweth:

That your petitioner is desirous of keeping a public house or tavern, in the house [*here describe the situation, &c.*] that he has provided himself with necessaries for the convenience and accommodation of travellers and strangers.—He therefore prays your honors to grant him a license to keep a house of public entertainmeht in said house. And he will pray, &c.

WALTER HARDY.

WE the subscribers, do certify that Walter Hardy, the above applicant, is of good repute for honesty and temperance, and is well provided with house room and conveniences for the lodging and accommodation of strangers and travellers.

☞ The above recommendation must be signed by twelve respectable inhabitants of the place.

Proxy to vote for Directors of a Bank.

Know all Men by these Presents, That I, Abraham Hutz, of Lancaster county, have constituted and appointed, and do hereby constitute and appoint, Richard Fainwould, of Pottsville, to be my true and lawful substitute, and proxy for me, and in my name to vote at any election for directors of the Miners Bank of Pottsville, or any other question that may be put, at a stated or special meeting of the stockholders, of the said Bank, as fully as I might or could do if personally present. Witness my hand, this third day of August, A. D. One thousand eight hundred and thirty-three.

ABRAHAM HUTZ.

COMMON BOND OF ARBITRATION.

Know all Men by these Presents, That I, JOHN HALLER, of the borough of Lewistown, in the county of Mifflin, Sadler, am held and firmly bound to Nathan Krider, of the borough and county aforesaid, Farmer, in the sum of one thousand five hundred dollars, of good and lawful money of the United States, to be paid to the said Nathan Krider, or to his certain attorney executors, administrators, or assigns, for which payment to be well and faithfully made, I bind myself my heirs, executors, and administrators, firmly by these presents. Sealed with my seal—dated the fifth day of August, in the year of our Lord, one thousand eight hundred and thirty-three.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden John Haller, his heirs, executors, and administrators, on his or their parts and behalfs, shall and do in all things well and truly stand to, obey, abide by, perform, fulfil, and keep the award, order, arbitrament, and final determination of John Hencock, Henry Peters, and Thomas Patton, of the borough and county aforesaid, arbitrators, indifferently elected and named, as well on the part and behalf of the above bounden John Haller, as of the above named Nathan Krider, to

arbitrate, award, order, judge, and determine, of and concerning all manner of action and actions, cause and causes of action, suit, suits, bills, bonds, specialties, judgments, executions, extents, quarrels, controversies, trespasses, damages, and demands whatsoever, at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, and depending by and between the said parties, so as the said award be made in writing, under the hands of the said John Hencock, Henry Peters, and Thomas Patton, or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall desire the same, on or before the first day of November, one thousand eight hundred and thirty-three, then this obligation to be void, or else to remain in full force and virtue.

AWARD,—By Three Arbitrators.

TO ALL to whom this present writing of award indented shall come: WE, John Hencock, Henry Peters, and Thomas Patton, send greeting:—Whereas, divers controversies and debates have been and yet are depending

between John Haller and Nathan Krider, for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound, each to the other, by their several obligations, bearing date the fifth day of August, one thousand eight hundred and thirty-three, in the sum of one thousand five hundred dollars, with conditions thereunder written for the performance of the award, arbitrament, determination, and judgment of us the said John Hencock, Henry Peters, and Thomas Patton, arbitrators indifferently elected and chosen, as well on the part and behalf of the said John Haller, as on the behalf of the said Nathan Krider, to award, arbitrate, determine, and judge, of and concerning all manner of actions, suits, judgments, executions, accounts, quarrels, controversies, trespasses, damages, and demands whatsoever, had, made, moved, commenced and depending, between the said John Haller, and Nathan Krider, so as the said award, determination and judgment of us, the said John Hencock, Henry Peters, and Thomas Patton, of and concerning the premises, be made and put in writing, under our hands and seals, on or before the first day of November, as by the said obligations and conditions thereof, doth more fully appear. Now know ye, that we the said John

Hencock, Henry Peters, and Thomas Patton, arbitrators, as aforesaid, taking upon us the charge and burden of the said award and arbitrament, and having heard and understood the sayings and allegations of both parties, concerning the premises, and being minded to settle unity and friendship between them, concerning the same, do thereupon make and put in writing this our award, arbitration and judgment between the said parties, for and concerning the premises, in manner and form following, that is to say: First, we do award, arbitrate, and determine by these presents, that the said John Haller, his heirs, executors, or administrators, do and shall pay, or cause to be paid, unto the said Nathan Krider, the sum of four hundred and fifty dollars and sixty-nine cents, and that upon payment thereof, each of them, the said Nathan Krider and John Haller, shal seal and subscribe, and as several act and deed, deliver unto the other of them a general receipt in writing, of all matters, actions, suits, cause and causes of action, bonds, bills, covenants, controversies and demands whatsoever either of them hath, might or in anywise ought to have, against the other of them, by reason of the matters aforesaid, or by reason or means or any matter, cause, or thing whatsoever, from the begining of the

which road your petitioners humbly conceive is now become useless, inconvenient, and burthensome to the inhabitants thereabouts. Your petitioners therefore humbly pray your honors that the said road may be vacated, agreeably to the act of the General Assembly, in such case made and provided. And they will pray, &c.

REPORT.

To the Honorable the Judges within named.

WE, the subscribers appointed by the within order of Court, to view the road within mentioned, do report; That in pursuance of the said order, we have viewed the said road, and that the same is, in our opinion, useless, inconvenient, and burthensome, (or, that, in our opinion there is no cause for vacating the same.)

Witness our hands, &c.

DEED.—*Common Form.*

THIS INDENTURE, Made the third day of July, in the year of our Lord one thousand eight hundred and thirty three, between Henry Ross, of Penn township, Union county, and state of Pennsylvania, turner, and Mary, his wife, of the one part, and Thomas Stately, of the county and state aforesaid, yeoman, of the other part, (*here recite the title*) **Witnesseth,** That the said Henry Ross, and Mary, his wife, for, and in consideration of the sum of two thousand dollars, to them in hand paid by the said Thomas Stately, at and before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof and forever discharge the said Thomas Stately, his heirs executors and administrators, by these presents, have granted, and bargained, sold, alienated, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm, unto the said Thomas Stately, and to his heirs and assigns, all that messuage, &c. Together with all and singular other, the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, (*here insert exceptions,*

&c.) and the reversions and remainders, rents, issues, and profits thereof: And also, all the estate, right, title, interest, property, claim, and demand whatsoever, of them, the said Henry Ross, and Mary, his wife, in law or equity, or otherwise however, of, in, to, or out of the same. To have and to hold the said messuage or tenement, and tract of ——— acres of land, hereditaments, and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, (*except as before excepted,*) unto the said Thomas Stately, his heirs and assigns, to the only proper use and behoof of the said T. Stately, his heirs and assigns, for ever. (*here insert the covenants.*) In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written.

Sealed and delivered in the presence of

Acknowledgment of a Deed.

Union County, ss.

The 3d day of July, in the year of our Lord, one thousand eight hundred and

thirty-three, personally appeared before me, the subscriber, one of the Justices of the peace, in and for the county aforesaid, (or one of the Judges of the Court of Common Pleas, in and for the county aforesaid, as the case may be) the above named Henry Ross, and Mary, his wife, and acknowledged the above written indenture, to be their, and each of their act and deed, and desired the same as such, might be recorded according to law. She, the said Mary, being of lawful age, separate and apart from her said husband, by me examined, and the full contents of the said Indenture unto her made known. Whereupon she did declare, that she did voluntarily, and of her own free will and accord, seal, and as her act and deed, deliver the same without any concern, or compulsion of her said husband whatever. Witness my hand and seal.

J. CROWLEY, *J. P.* [L.S.]

Witness at signing.

RECEIPT.

Received, on the day of the date, of the above written

Indenture, of the above named Thomas Stately, the sum of two thousand dollars, in full of the consideration money for the above granted premises.

Henry Ross.

Witness at signing,

Observe.—A *Deed* is a writing sealed and delivered, to testify the agreement of the parties, to the thing contained in the deed.

All writings sealed and delivered, are, in law, deeds; but in common acceptation, a deed is a conveyance of land; and under this head, therefore, will be given the *conveyances* in ordinary use.

The first requisite of a deed, is, that there be persons able to contract, and be contracted with, for the purpose intended by the deed; and also a thing, or subject matter to be contracted for; all which must be expressed by sufficient names, So as in every grant there must be a grantor and grantee, and a thing granted; in every lease, a lessor, a lessee, and a thing demised.

Secondly, the matter written must be legally and orderly set forth; that is, there must be words sufficient to specify the agreement, and bind the parties; which sufficiency must be left to the Courts of Law to determine.

The next requisite for making a good deed, is the reading of it. This is necessary wherever any of the parties desire it; and if it be not done on his request, the deed is void as to him. If he can, he should read it himself; if he be blind or illiterate, another must read it for him. If it be read falsely, it would be void; at least for so much as is misrecited; unless it be agreed by collusion that the deed should be read false, on purpose to make it void—for in such cases it shall bind the fraudulent party.

A fourth requisite to a good deed is, that it be delivered by the party himself, or his certain attorney: which therefore is also expressed in the attestation, "sealed and delivered." A deed takes effect only from this tradition or delivery; for if the date be false or impossible, the delivery ascertains the time of it.

The last requisite to the validity of a deed, is the attestation or execution of it in the presence of witnesses; though it is necessary, rather for preserving the evidence, than for constituting the essence of the deed.

The form of a Will, with the devise of a Real Estate.

THE last WILL and TESTAMENT of NATHAN SMITH, of the town of Indiana, in the county of Indiana: I Nathan Smith, considering the uncertainty of this mortal life, and being of sound mind and memory, do make and publish this my last will and testament, in manner and form following, (that is to say,) First, I give and bequeath unto my beloved wife Mary Smith, the sum of two thousand dollars. *Item*, I give and bequeath to my eldest son John Smith, the

sum of one thousand dollars. *Item*, I give and bequeath to my two younger sons Joseph Smith, and Thomas Smith, the sum of seven hundred dollars, each. *Item*, I give and bequeath to my daughter-in-law, Susan Gist, single woman, the sum of six hundred dollars which said several legacies, or sums of money, I will and order to be paid to the said respective legatees, within six months after my decease. I further give and devise to my eldest son, John Smith, his heirs, and assigns, all that messuage or tenement, situate, lying, and being in Indiana township and county aforesaid, together with all my freehold estate whatsoever, to hold to him the said John Smith, his heirs and assigns for ever. And I hereby give and bequeath, to my said younger sons, Joseph Smith, and Thomas Smith, all my leasehold estate, of and in all those messuages or tenements, with the appurtenances, situate in Armagh township, county aforesaid, equally to be divided between them. And lastly, as to all the rest, residue, and remainder of my personal estate, goods, and chattels, of what kind and nature soever, I give and bequeath the same to my said beloved wife, Mary Smith, whom I hereby appoint sole executrix of this my last will and testament; hereby revoking all former wills by me made. In witness whereof, I have hereunto

set my hand and seal, the twentieth day of August, in the year of our Lord, one thousand eight hundred and thirty-three.

NATHAN SMITH

Signed, sealed, published and declared, by the above named Nathan Smith, to be his last will and testament, in the presence of us; who, at his request, and in his presence, have subscribed our names as witnesses thereunto.

CHARLES PORTER,
GEORGE THOMAS,
THOMAS SWEENY.

Release to a Guardian.

Know all Men by these Presents, That I, James Black, son and heir of John Black, deceased, hath remised, released, and for ever quit claimed, and by these presents doth release, remise, and for ever quit claim, unto John Brown of Green township, Warren county, his guardian, all and all manner of actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said James Black, ever had, now hath, or which he, his executors,

or administrators, at any time hereafter, can or may have, claim or demand of the said John Brown, his executors or administrators, for, touching, and concerning the management and disposition of any of the lands, tenements, or hereditaments of the said James Black, situate in Green township, and county aforesaid, or any part thereof, of, for or by reason of any money, rents, or other profits by him received, out of the same, or any payments made thereof, during the minority of the said James Black, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date hereof. In witness whereof, I have hereunto set my hand and seal, the twenty-sixth day of August, in the year of our Lord one thousand eight hundred and thirty-three.

JAMES BLACK

Sealed and delivered in presence of

WILL.----*Whereby the Testator orders his personal estate to be appraised and divided, &c. after debts, &c. paid.*

I WILL that all my just debts, as shall be by me owing at my death, to-

gether with my funeral expenses, and all charges touching the proving of, or otherwise concerning this my will, shall in the first place, out of my personal estate and effects, be fully paid and satisfied; and from and after payment thereof, and subject thereunto, then my will is, that all the residue of my goods, stock, chattels, merchandize, and household furniture, shall be indifferently appraised, and after such appraisment made, that the same shall be divided into three equal parts; one equal third part whereof, I give and bequeath to my loving wife, Ann. One other equal third part thereof, I give and bequeath unto and among my children, Samuel, Peter and Jane, to be equally parted and divided among them, share and share alike, and to be paid and delivered unto my said sons, at their several respective ages of twenty-one years, and to my said daughter at her age of twenty one years, or day of marriage, whichever shall first happen: And my will and meaning is, that in case any of my said children shall depart this life, before such time as the part or portion of him, her, or them, so dying, shall become payable, then and in such case, the part or portion of him, her, or them so dying, shall go and be equally divided among the survivor or survivors, at the time aforesaid: And as to the remaining third

part thereof, I will, give and bequeath the same, as follows, viz: I give and bequeath the same unto my sons, the said Samuel and Peter, equally to be paid as before directed; and I make and ordain William Ludwig, and Abner Davis, executors of this my last will and testament, and I hereby appoint Humphry Davy overseer of the same, &c.

Clause concerning Disputes about any Gift or Bequest in a Will.

And lastly, my express will and meaning, is, and I do hereby order and appoint, that if any difference, dispute, question, or controversy, shall be moved, arise, or happen, concerning any gift or bequest, in this my will, given and bequeathed, express or contained, that then no suit or suits, in law or equity, or otherwise, shall be brought, commenced, or prosecuted, for and concerning the same, but the same shall be referred wholly to the award, order and determination, of my friends Peter Pangloss and Daniel Dowlass, both of Mahoney township Northumberland county, and what they shall order, direct, and determine

therein, shall be binding and conclusive to all and every person or persons therein concerned.

☞If a man's estate consists merely of personal property, he may make his will without witnesses, but it is best to have them.

If real estate is to pass by it, there should be three witnesses; and these witnesses must subscribe the will, in presence of the testator.

The attestation is sure to be good, if the testator signs the will in the presence of three witnesses—tells them it is his will, and requests them to witness it—and *sees* them write their names as witnesses.

In drawing the will, it should be recollected, that any provision made in it for a wife, will not prevent her having dower also, unless it is declared to be in lieu of dower.

Lands purchased after making a will, do not pass by it, unless it is republished: nor will *after born children* receive any benefit from it, unless they are provided for by a codocil.

Appointment of Guardianship.

And I hereby commit the guardianship of all my children, until they shall respectively attain the age of twenty-one years, unto my said wife, during her life, if she shall so long continue my widow; and from and after her decease, or second marriage, unto my trusty and much esteemed friend, Nicholas Ley-

dan, his executors and assigns, and do hereby declare that the expenses of the maintenance and education of my said children, until they shall attain the age aforesaid, or become entitled to the sum or sums of money hereby provided for their benefits respectively, shall be paid and borne by my said wife, by and out of the monies and estate, given and bequeathed to her in and by this my will.

Release of a Legacy.

Know all Men by these Presents, That whereas Simon Quake, of Wayne township, Mifflin county, by his last will and testatment in writing, bearing date the first day of July, one thousand eight hundred and thirty-three, did among other legacies therein contained, give and bequeath unto me, Theophilas Giraffe, of Exeter township, Lycoming county, the sum or legacy of Six hundred dollars and of his said will, made and constituted Timothy Snacks, sole executor, as in and by the said will may appear. Now know ye, that I, the said Theophilas Giraffe do hereby confess and acknowledge, that I have had and received, of and from the said Timothy Snacks, the legacy or sum of

six hundred dollars, as aforesaid given and bequeathed to me by the said Simon Quake. And therefore I do by these presents acquit, release, and discharge the said Timothy Snacks, of and from all legacies, dues, duties, and demands whatsoever, which I, my executors or administrators, may have, claim, challenge, or demand, of or against the said Timothy Snacks his executors or administrators, by virtue of the said last testatment of, or out of the estate of the said Simon Quake, deceased, as aforesaid. In witness whereof, I have hereunto set my hand and seal the third day of August, in the year of our Lord, one thousand eight hundred and thirty-three.

THEOPHILAS GIRAFFE.

Sealed and delivered in the presence of

FORM OF MARRIAGE.

WE are gathered together here in the sight of God, and in the face of this company, to join together this man and this woman in holy matrimony, which is honourable among all men, and therefore is not to be entered into unadvis-

edly or lightly, but reverently, discreetly, advisedly, soberly, and in the fear of God. Into this holy estate these two persons present come now to be joined. If any one can shew just cause why they may not be joined together, let him now speak or else hereafter forever hold his peace. A. B. wilt thou have this woman to be thy wedded wife, to live together after God's ordinance in the holy estate of matrimony? Wilt thou love her, comfort her, honor and keep her in sickness and in health, and forsaking all others, keep thee only unto her, so long as ye both shall live? *Answer.* I will.

C. D. wilt thou have this man to be thy husband to live together after God's ordinance in the holy estate of matrimony? Wilt thou obey him, love, honor, and keep him in sickness and in health; and forsaking all others, keep thee only unto him, so long as ye both shall live? *Answer.* I will. (*Join right hands.*) Forasmuch as A. B. and C. D. have consented together in holy wedlock, and have witnessed the same before God and this company, and thereto have given and pledged their faith, each to the other, and have declared the same by joining of hands, I do, by virtue of the authority vested in me by the laws of the state of Pennsylvania, pronounce that they are man and wife, and let no

one put asunder those who have been thus joined together in the presence of God and before this company.

☞ No Justice of the Peace is confined to the above form, but may if he thinks proper, make use of one more to his mind.

CERTIFICATE OF MARRIAGE.

This is to certify, that on the first day of August, in the year of our Lord, one thousand eight hundred and thirty-three, before me, E. F. esquire, one of the Justices of the Peace, in and for the county of Mifflin, A. B. of Decatur township, in the said county, yeoman, and C. D. of the same place, spinster, were legally joined in marriage, each of them being of full age, and declaring themselves free, respectively, from prior engagements, or other lawful impediments. In witness whereof, as well they the said A. B. and C. D (she assuming the name of her said husband) as I, the said Justice, and other the said witnesses present, have herunto subscribed our names the day and year aforesaid.

ARTICLES OF CO-PARTNERSHIP.

Articles of Agreement, made and concluded this first day of August, one thousand eight hundred and thirty-three, between William Fleming, of the city of Pittsburg, and state of Pennsylvania, Shoemaker, of the one part, and Stephen Stewart, of the same place, Shoemaker, of the other part, WITNESSETH, as follows: First, the said William Flemming and Stephen Stewart, have agreed, and by these presents do agree to become co-partners together in the trade of shoemaking, and all things thereunto belonging, and also in buying, selling, vending, and retailing all sorts of wares, goods, and commodities belonging to the said trade of shoe-making; which said co-partnership it is agreed shall continue from the first day of August one thousand eight hundred and thirty-three, for and during the full term of six years, from thence next ensuing, and fully to be complete and ended. And to that end and purpose, he the said William Flemming, hath on the day of the date of these presents, delivered in as stock, the sum of five hundred dollars, and the said Stephen Stewart the like sum of five hundred dollars, to be used, laid out, and employed in common between them, for the management of the said trade of shoemaking, to their

utmost benefit and advantage. And it is hereby agreed between the said parties, each for himself respectively, and for his own particular part, and for his respective executors and administrators, doth covenant, promise, and, agree each with the other of them, his respective executors and administrators, by these presents, in manner and form following, that is to say: They the said co-partners shall not, nor will at any time hereafter, use, exercise, or follow the trade of shoemaking, aforesaid, or any other trade whatsoever during the said term, to their private benefit and advantage; but shall and will, from time to time, and at all times during the said term, if they shall so long live, do their and each of their best and utmost endeavours, in and by all means possible to the utmost of their skill and power, for their joint interest, profit, benefit and advantage, and truly employ, buy, sell and trade with the stock as aforesaid, and the increase thereof in the trade of shoemaking aforesaid, without any sinister intentions or fraudulent endeavors whatsoever; And also, that they the said co-partners shall and will, from time to time, and at all times hereafter during the said term, pay, bear and discharge equally between them the rent of the shop, which they the said co-partners shall rent or hire for the joint

exercising or managing the trade as aforesaid. And that all such gain, profit, and increase that shall come, grow, or arise, for or by reason of the said trade or joint business as aforesaid, shall be from time to time during the said term, equally and proportionably divided between them the said co-partners share and share alike. And also, that such losses as shall happen in the said joint trade, by bad debts, ill commodities or otherwise, without fraud or covin, shall be paid and born equally and proportionably between them. And further, it is agreed by and between the said co-partners, that there shall be had and kept from time to time, and at all times during the said term and joint business and co-partnership together as aforesaid, perfect, just, and true books of accounts, wherein each of the said co-partners shall duly enter and set down, as well all money by him received, paid, expended and laid out, in and about the management of the said trade, as also all wares, goods, commodities and merchandise, by them, or either of them, bought and sold by reason or means, or upon account of the said co-partnership, and all other matters and things whatsoever to the said joint trade, the management thereof in any wise belonging or appertaining, which said books shall be used in common between the said co-

partners, so that either of them may have free access thereto without any interruption of the other. And also, that they the said copartners, once in three months, or sooner if need shall require, upon the reasonable request of one of them, shall make, yield, and render, each to the other, or to the executors and administrators of each other, a true, just, and perfect account of all profits and increase by them, or either of them made, and of all losses by them or either of them sustained, and also of all payments, receipts, disbursements, and all other things whatsoever, by them made, received, disbursed, acted, done or suffered in the said co-partnership, and joint business as aforesaid, and the same account so made, shall and will clear, adjust, pay and deliver, each unto the other at the time of making such account, their equal shares of the profits so made as aforesaid. And at the end of the said term of six years, or other sooner determination of these presents, be it by the death of one of the said partners or otherwise, they the said co-partners, each to the other, or in case of the death of either of them the surviving party, to the executors or administrators of the party deceased, shall and will make a true, just and final account of all things as aforesaid, and divide the profits aforesaid, and in all things well

and truly adjust the same, and that also upon the making of such final account, all and every the stocks, as well as the gains and increase thereof, which shall appear to be remaining, whether consisting of money, wares, debts, &c. shall be equally parted and divided between them, the said co-partners, their executors or administrators, share and share alike.

In witness whereof, we hereunto set our hands and seals the day and year above written.

WILLIAM FLEMMING, [L.S]
STEPHEN STEWART, [L.S]

Dissolution of Partnership.

Whereas, by Indenture made the third day of September, in the year one thousand eight hundred and thirty-one, between Richard Welsh and David Simmons, both of the borough of Reading, Berks county, and State of Pennsylvania, merchants, the said Richard and David did enter into partnership together, for the purpose of carrying on the trade of merchandize, for the term of six years, and whereas the said David Simmons wishing, on account of the

decline of his health, to discontinue and decline business, he the said David Simmons hath heretofore proposed to his said partner, Richard Welsh, a dissolution of the partnership, to which proposition he the said Richard Welsh hath assented; the parties therefore mutually consent and agree, by these presents, that the partnership heretofore existing between them be this day dissolved, and it is accordingly dissolved: And it is further stipulated and agreed mutually between them, that he the said Richard Welsh, do take the entire stock of goods and merchandize now on hands belonging to the partnership, at a valuation to be set upon the same by three skilful persons mutually appointed to value the same, and that he also have power to collect the debts now due to the partnership, and recover any part of the same, in the name of the firm, by suits at law or in equity, and that finally the said Richard Welsh do pay over to the said David Simmons, the full share and proportion of stock and profits which shall appear to be due to the said David in six months from the date hereof, &c. Witness our hands at Reading, the fifteenth day of August, A. D. 1831.

RICHARD WELSH,
DAVID SIMMONS,

Release of Dower.

To all to whom these presents shall come, Mary Weaver of the borough of Bellefonte, Centre county, and state of Pennsylvania, relict of Jaspar Weaver, late of the same place, sends greeting: Know ye, that the said Mary Weaver, as well for and in consideration of the sum of one hundred and fifty dollars to her in hand paid, at or before the ensealing and delivery of these presents, by her son Nicodemus Weaver, of said county, well and truly paid, the receipt whereof the said Mary Weaver doth hereby acknowledge, and thereof doth acquit and discharge the said Nicodemus Weaver, his heirs, executors, and assigns forever; and for the love and affection she hath to her said son, and for other good causes and considerations her thereunto especially moving, she the said Mary Weaver hath granted, remised, released, and forever quit-claimed, and by these presents doth fully and absolutely grant, remise, release and forever quit-claim unto the said Nicodemus Weaver, his heirs and assigns forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest claim and demand whatsoever, in law and equity, of her the said Mary Weaver, of in and to [a certain parcel of land, &c. with the parcels,

and how it descended to M. and J.] so that neither she the said Mary Weaver, her heirs, executors or administrators, nor any other person or persons for her, them or any of them, shall have, claim, challenge or demand, or pretend to have, claim, challenge or demand, any dower or thirds, or any other right, title, claim or demand of, in, or to the said premises, but thereof and therefrom shall be utterly debarred and excluded forever by these presents. In witness whereof, I have hereunto set my hand and seal the twentieth day of August, one thousand eight hundred and thirty-three.

MARY WEAVER, [L.S.]

Sealed and delivered in presence of

Petition for valuing Lands.

To the Honorable &c. The Petition of &c. Humbly sheweth:—

That a public road or high way was lately made or laid out, and opened, by order of this court, from ———; which road is laid out and opened through the land of your petitioners. Your petitioners, therefore, humbly pray your honors

to appoint proper persons, to view and adjudge the value of so much of their lands, respectively, as is or may be taken up, for the use of the said road. And they will pray. &c.

Report.

To the Honorable, &c.

We, the subscribers, appointed by the within order of court to view and adjudge the value of so much of the lands of A. B. as are taken up by the road therein mentioned, do report, that in pursuance of the said order, we have viewed the lands taken up by the road therein mentioned, and do value and adjudge the loss thereby occasioned, to the within named A. B. at the sum of ——— dollars; and the loss thereby occasioned to C. D. at the sum of ——— dollars, respectivley. Witness our hands the first day of September one, thousand eight hundred and thirty-three.

ANOTHER.

We, the subscribers, within appointed to view and assess the damage sustained by the petitioner, A. B. by reason of the premises in the within order mentioned, do report, that having been previously sworn and affirmed, according to law, we did view the lot through which the within mentioned road passes, and that upon due consideration as well of the advantages as disadvantages arising to the petitioner, we are of opinion that he has received damage to the amount of —— dollars, and we do accordingly assess the same.

Witness our hands, &c.

A general Release from one to one.

Know all Men by these Presents, That I, William Clements, of Hebern township, Lycoming county, have remised, released, and forever discharged, and by these presents do, for me, my heirs, executors, and administrators, remise, release, and forever discharge, John Plunket of the township and county aforesaid, his heirs, executors, and administrators, of and for all, and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, damages, judgements, extents, executions, claims, and demands, whatsoever, in law and equity, which against the said John Plunket, I ever had, now have, or which I, my heirs, executors, or administrators, hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world, to the day of the date of these presents. In witness whereof, I have hereunto set my hand and seal, the fifth day of August, one thousand eight hundred and thirty-three.

WILLIAM CLEMENTS.

INVENTORY.

A true and perfect inventory and just appraisment, of all and singular the goods and chattels, rights and credits, which were of Solomon Grundy, late of the city of Pittsburg, Merchant, deceased, at the time of his death, to wit:

		Dolls.	Cts.
Cash,		320	00
Wearing apparel,		137	50
Stock of Goods in store,		1659	00
Goods bequeathed to his widow, viz:			
1 Cow,	13 00		
3 Beds, bedsteads, and bedding,	90 00		
1 Bureau, dining table and 12 chairs,	60 00		
Books,	35 00		
		198	00
1 Carriage,		95	00
3 Horses and harness,		240	00
Book debts,		580	00
Bonds and notes,		1250	00
Farm in Moon township,		900	00
		5379	50

Taken and appraised by us the subscribers, the third day of September, A. D. 1833.

PHILIP TORRENT,
ABEL HANDY.

Allegheny county, ss.

On the third day of September, 1833, before me the subscriber, one of the Justices of the Peace in and for said county, came the above named Philip Torrent and Abel Handy, who being qualified according to law, do declare that the above inventory contains a just and true appraisment of the goods and chattels, rights and credits, of the said Solomon Grundy, deceased, so far as the same came to their knowledge. Witness my hand and seal the day and year above written.

JONATHAN OLDSKIRT. *J. P.*

ADMINISTRATORS' ACCOUNT.

The account of Charles Price and Edward Burk, Administrators of all and singular the goods and chattels, rights and credits, which were of Benjamin Beckwith, late of the borough of Lewistown, county of Mifflin, and State of Pennsylvania, Farmer, deceased.

	DR.				CR.		
1833	The said Accountants charge themselves with all and singular the goods and chattels, rights and credits, which were of the said deceased, agreeably to an inventory thereof,			1833	The said accountants crave allowance for the following disbursements out of the estate, viz.		
					By cash paid Register for letters,	2	62
					Funeral expenses, as per receipt,	72	50
May 1	filed in the Registers' office,	5425	50		Paid for stating this account,	32	12
	To dividend received on Bank stock,	65	00		Paid Register for examining, &c.	6	
	To rent from Henry Smith,	50	00		Paid Clerk of Orphans' Court,	1	
					* Administrators' charges, &c	325	76
					Balance in favor of the estate,	5100	50
		5540	50			5540	50

Dated at Lewistown, the first day of August 1833.

CHARLES PRICE,
EDWARD BURK.

* By the common law, neither executors nor administrators, are entitled to receive any compensation for their trouble; but by custom they are allowed a reasonable sum—generally about 5 per cent on all sales, &c.

EXECUTORS' ACCOUNT.

The account of George Cochrane and Amos Valentine, executors of the last will and testament of Richard Varney, late of Decatur township, in the county of Mifflin, and State of Pennsylvania, yeoman, dec'd.

DR.				CR.			
1833	The said Accountants charge themselves with all and singular the goods and chattels, rights and credits which were of the said deceased agreeably to an inventory thereof, filed in the Register's office at Lewistown, amounting to	2500	50	1833	The said Accountants crave allowance for the following disbursements made out of the estate:		
Aug. 30	To an increase on sales of goods,	50	60		By cash paid Register for probate of will, &c.	4	20
Aug. 31	To one half year's dividend on stock of the U. S. Bank,	150	12		Paid A. C. per receipt,	25	00
	To one quarter's interest received from James Long, due on his bond, the first instant,	100	20		Paid E. F. per do.	50	10
					By goods bequeathed to the widow, and charged in Inventory	300	00
					Paid for stating this account,	3	00
					Paid Register for examining, &c.	6	00
					Paid Clerk of Orphan's Court,	1	00
					Accountants charge, &c.	100	00
					Balance in favor of the estate,	2311	62
		2801	42			2801	42

September 2d. 1833.

GEORGE COCHRANE,
AMOS VALENTINE.

AN

ABRIDGED LAW DICTIONARY.

Containing an explanation of Law terms in general use.

Accedas ad curiam.—"You may approach the court."—This name is given to a writ by which proceedings may be removed from an inferior to a superior court.

Accusare nemo se debet nisi coram Deo.—"No man is bound to accuse himself, unless it be before God." No oath is to be administered, whereby any person may be compelled to confess a crime, or accuse, himself. The law will not force any man to say or show that which is against him.

Ac etiam. And also.

Ad quod damnum. To what amount of damage.

Addenda. Things to be added.

Ad valorem. "According to (or upon) the value."—an *ad valorem duty*, is a per centage upon the *value*, or invoiced price of the article imported.

Alias. "Otherwise," as Robinson *alias* Robson. An *alias* is also a name given to a second writ issuing from court, after a first writ has been sued out without any effect.

Alibi. Elsewhere.

Ad finem. To the end.

Assault. Signifies a violent injury offered to a man's person, of a more extensive nature than

battery, for it may be committed by offering a blow, or by a terrifying speech.

Alimony. Signifies nourishment or maintainance and in a legal sense it is taken for that allowance which a married woman sues for, and is entitled to, upon any occasional separation from her husband.

Arson. House burning.

Amicus curiæ. A friend of the court.

Arrestandis bonis ne dissipenture. A writ which lies for a man whose cattle or goods are taken by another, who during the contest doth or is like to make them away, not being of ability to render satisfaction.

Amitterre legem terra. To lose and be deprived of the liberty of swearing in any court: As to become infamous renders a person incapable of being an evidence.

Antea. Before.

Anniented. Abrogated, frustrated, or brought to nothing.

Anno Domini. In the year of our Lord.

Arraign. (From the French Arranger, to set a thing in order;) Hath the same signification in law, but the true derivation is from the French Arraisoner, to call a man to answer in form of law.

Assumpsit. He assumes or takes upon himself (to pay)

Bonus. A consideration for a favor received.

Bona fide. That we say is done Bona fide, which is done really, with a good faith, without any fraud or deceit.

Battery. Is an injury done to another in a violent manner, as by striking or beating a man, pushing, jolting, filliping upon the nose, &c,

Breve de recto. A writ of right or license for

a person ejected out of an estate, to sue for the possession of it when detained from him.

Burglary. Is where a man breaketh and entereth the house of another in the night time, to the intent to commit some felony, whether the intention be executed or not.

Cætera desunt. The remainder is wanting.

Cognovit actionem. Is where a defendant acknowledges or confesses the plaintiff's cause against him to be just and true, and after issue suffers judgment to be entered against him without trial.

Capias ad satisfaciendum, (ca. sa.) Take to satisfy. Execution directing the officer to seize the body of the defendant.

Codicil, (from Codex a book or writing.) Is a schedule, or supplement to a will, where any thing is omitted, which the testator would add, or he would explain, alter or retract what he hath done; and it is the same with the testament, that it is without an executor.

Capias ultagatum. Capias of outlawry.

Caveat. Let him beware.

Clausum fregit. Signifies as much as action or trespass, and it is a writ so called, because the defendant is summoned thereby to answer, Quare clausum fregit of the plaintiff, that is why he did so much a trespass.

Cepi corpus. Is a return made by the sheriff upon a capias or other process to the like purpose, that he hath taken the body of the party.

Celui que trust. Is he who hath a trust in lands or tenements for the benefit of another.

Citation. A summons to appear.

Capias ad respondenum. Take to answer.

Cognovit coram me. He acknowledged before me.

Compos mentis. Of sound mind.

Consanguinity. Is a kindred by blood or birth.

Confederacy. Is where two or more combine together to do an unlawful act.

Coram me. Before me.

Coram non judice. "Not before the Judge." Not in court. Not in question.

Credenda. Things to be believed.

Count. Signifies the original declaration of complaint in a real action.

Certiorari. To be made more certain. A writ issuing to order the record of a cause, to be brought before a superior court.

Coverture. Is by law applied to the state and condition of a married woman, who is *sub po testi viri*, (under the power of her husband) and therefore unable to contract with any to the damage of herself or husband, without his consent and privity, or his allowance and confirmation thereof. When a woman is married she is called a *Femme couvert*, and whatever is done concerning her during marriage is said to be done during coverture.

Cum multis aliis. With many others.

Data. Things granted. He proceeds on certain *data*—on premises which have been previously admitted.

De facto. In part.

De jure, Of right, by law.

De novo. Anew.

De bonis non. Of goods not administered.

Declaration. Is a shewing in writing the cause of complaint of the plaintiff, in an action against the defendant, wherein the party is supposed to have received some wrong.

Default. Is commonly taken for non appearance, at a day assigned.

Dedimus potestatum. We have given power. These words are used to denote the commission to administer oaths.

Defendant. Is the person that is sued.

De partitione faciendi. Name of a writ, directing the sheriff to make division of real estate.

Dies dates. The date.

Durante vita. During life.

Devastavit. He hath wasted.

Duces tecum. Bring with you.

Dies non juridici. Days on which no legal proceedings can take place.

Disseissin. Unlawfully dispossessing a man of his right.

Dower. Is a portion which a widow has of the lands of her husband, after his decease, for maintainance of herself, and education of her children.

Extempore. Out of hand. Without delay, or premeditation.

E. pluribus unum. One of many. Motto of the United States of America. The allusion is to the formation of one Federal government by the several constituent states.

Elongata. Carried out of the county.

Entail. Is fee entailed, viz; abridged, limited, and tied to certain conditions at the will of the donor; where lands are given to, or settled on others.

Ex post facto. After the deed.

Erratum. An error. (plural errata.)

Expart. Of the one side only.

Equity. A correction or quallification of the law, generally made in that part wherein it fails, or is too severe.

Ex officio. Is so called from the power a person has by virtue of an office, to do certain acts.

Elegit. He has chosen. A judicial writ directed to the sheriff, empowering him to seize for damages recovered.

Ex curia. Out of court.

Et cætera. And so forth.

Eviction. Is a recovery of land, &c. by law.

Executor de son tort—or, executor of his own wrong. Is he that takes upon him the office of an executor by intrusion, not being so constituted by the testator.

False imprisonment. Is a trespass committed against a person, by arresting and imprisoning him without just cause, contrary to law, or where a man is unlawfully detained without legal process.

Felo de se. A suicide. A person of sound mind who puts and end to his existence.

Femme couvert. A married woman.

Femme sole. A single woman.

Fi. fa. (Fieri facias.) Cause to be made. A writ addressed to the sheriff, directing him to cause to be made or levied the amount of a debt, or damages recovered.

Forcible entry. Is a violent actual entry into houses or lands.

Forma pauperis. In the form of a poor man. With the privilege of the poor; that is free of costs.

Forestalling. The buying or bargaining for marketing by the way as it comes to market, before it is brought thither, to the intent to sell the same again, at a higher and dearer price.

For closed. Shut out or excluded, as the barring the equity of redemption on mortgages.

Filius nullius. The son of nobody. A bastard.

Graduates. Scholars who have taken degrees in a University.

Glebe. Church land.

Guardian. Signifies him that hath the charge or custody of any person or thing; but most commonly he who hath the custody of any persons as are not of sufficient discretion to guide themselves and their own affairs, as children and idiots.

Garnishee. Is a third person or party in whose hands money is attached, so called, because he hath garnishment or warning, not to pay the money to the defendant, but to appear and answer the plaintiff creditor's suit.

Habeas Corpus. Have the body. This is the great writ of civil liberty. It lies where a person is unjustly or illegally imprisoned; in which case he may he may have an Habeas corpus, which any judge is authorized and required to grant, in order to have the cause of imprisonment tried.

Habeas corpus ad prosequendum. Have the body to prosecute. Is to remove the man in order to prosecution and trial in the proper country.

Habeus corpus ad respondendum. Have the body to answer.

Habeus corpus ad satisfaciendum. Have the body to satisfy.

Habere facias possessionem. Cause to take possession. Give possession.

Homicide. Signifies the slaying of a man; and is divided into voluntary and casual. Voluntary homicide is that which is done with deliberation, and a set purpose to kill; and casual homicide is where the death of a man happens by chance without any intention to kill. The former done out of malice is murder: and the latter may be manslaughter.

Homine replegiendo. A writ for the relief of a person unjustly detained in custody.

Intestate. Those that die without making any will or disposition of their estate.

Imprimis. First. In the first place.

Ibid. (Ibidem.) The same.

Instanter. Instantly or presently.

Ignoramus. We are ignorant. If a grand jury reject the evidence brought against a person as insufficient to support the charge or accusation, this word is endorsed on the bill, which stops all further proceedings against the party.

Implead. To sue or prosecute by the course of law.

Inquisition. Is a manner of proceeding by way of search or examination.

In curia. In court.

Indebitatus assumpsit. Being indebted, undertake to pay.

Inquest. Is an inquistion of persons, in causes civil and criminal, on proof made of the fact on either side.

Indictment. Is a bill or declaration of complaint drawn up in form of a law, exhibited for some offence, criminal or penal, and preferred to a grand jury.

In extenso. In full. At large.

In propria persona. In his proper person.

In toto. Entirely, wholly.

Item. Also.

Ipse dixit. He said. Mere unsupported assertion.

Issue. Generally signifies the point of matter issuing out of the allegations and pleas of the plaintiff and defendant in a cause, to be tried by a jury of twelve men.

Jure divino. By divine law.

Jure humano. By human law.

Jus gentium. The law of nations.

Jus civile. The civil law.

Jury. (From the Latin word *jurare*, to swear.) signifies a certain number of men sworn to enquire of, and try a matter of fact, and declare the truth upon such evidence as shall be submitted to them in a cause.

Kidnapping. Is a stealing and carrying away of a man, woman, or child.

Levari facias. Cause to be levied.

Larceny. Is a theft or felony of another's goods.

Latitat. He lurks. A writ or summons issued from the common pleas, which by a fiction, alledges the defendant to be be in a place of concealment.

Lex naturæ. The law of nature.

Lex non scripta. Unwritten law. Common law.

Lex terræ. The law of the land.

Lex talionis. The law of retaliation.

Lex scripta. Written, or statute law.

Literatim. Letter by letter.

L. S. (Locus sigilli.) The place of the seal.

Locum tenens. A deputy, or substitute.

Lien. Is a word used in the law of two significations: personal lien, as a bond, covenant, or contract; and real lien, a judgment, statute, or recognizance, which oblige and effect the land.

Lunatic. Is a person who is sometimes of good and sound memory and understanding, and sometimes not; and so long as he has not understanding, he is *non compos mentis.*

Male fide. In bad faith. Fraudulently.

Maximum. The highest. Opposed to minimum.

Minimum. The lowest. Opposed to maximum.

Mandamus. We order. A writ issued to a corporation, commanding them to restore or admit a person to office.

Misnomer. Is the using of one name for another.

Manumission. Is the freeing a slave from bondage.

Minus. Less. Opposed to plus.

Messuage. Is a dwelling house with some land adjoining assigned to the use thereof.

Manslaughter. Is the unlawful killing of a man without any malice prepense, as when two persons meet, and upon some falling out, the one kills the other.

Misprison of treason. Is neglecting to reveal treason where a person knows it to be committed.

Misprison of felony. Is where a man knows of a felony committed, and conceals or procures the concealment of it.

Mittimus. We send. The writ by which a magistrate commits an offender to prison.

Moiety. Is the half of any thing.

Mutatis mutandis. Allowing for the change of circumstances.

Multum in parvo. Much in little space.

Nem. con. (Nemine contradicente.) No person opposing or disagreeing. Unanimously.

Nil dicit. He says nothing. A form of confessing judgment.

Nil debit. He owes nothing.

Nisi prius. Unless before.

Nolens volens. Willing or unwilling.

Nolle prosequi. Do not proceed. Used when

a plantiff having commenced an action, declines to proceed therein.

Nuncupative will. Is a will by word of mouth, it is a verbal declaration of the testator's mind before a sufficient number of witnesses.

Non assumpsit. He did not assume.

Non sum informatus. I am not informed. A form of confessing judgment.

Nonage. Under age.

Non compos mentis. Not of sound mind. A lunatic.

Non suit. Is the letting a suit or action fall.

Nulla bona. No goods found.

Non est factum. There is no deed.

Non est inventus. He has not been found.—Returns made by a sheriff when a defendant is not to be found in his bailiwick.

N. B. (Nota bene.) Mark well. Take notice.

Non omittas. Do not omit.

Overt act. An open act which by law must be manifestly proved.

Out law. One deprived of the benefit of law

Oyer and terminer. From the French Ouir, to hear, and terminer, to determine, power of hearing and determining treason, felonies, &c.

Oyes. From the French Oyez, hear ye, used by criers in the court to enjoin silence.

Partitione faciendi. For making partition.

Per annum. By the year.

Pendente lite. Whilst the suit or contest is depending.

Per cent. (Per centum.) By the hundred.

Per diem. By the day.

Per curiam. By the court.

Per se. By itself.

Pluries. Often. A name given to a writ

which is issued after two former ones without effect.

Pro tem. (Pro tempore.) For the time being. Not permanently.

Plus. More. Opposed to minus.

Prothonotary. Clerk of the common pleas.

Posse comitatus. The power of the county.

Protest. Of a bill of exchange, note, &c. refusal of acceptance or payment.

Postea. Afterwards.

Pro rata. In proportion.

Post mortem. After death.

Precedents. Are examples or authorities to follow.

Præcipe. Command. Order.

Primogeniture. Is the title of an elder brother, in right of his birth.

Pro et con. For and against.

Prima facie. At the first appearance. On the first view.

Prochein amy. Next friend.

Probate. Proving.

Præmunire. To Forewarn. A writ by which offenders in certain cases are put out of the protection of the law.

Quash. Is to overthrow or annul any thing.

Quo jure. By what right.

Quid pro quo. An equivalent. A mutual consideration.

Qui tam. An action in the nature of an information on a penal statute, in which the party recovers for his own use a portion of the penalty.

Quit claim. A release of one from any action he hath against him.

Quo warranto. By what warrant. A writ lying against the person who has usurped any franchise or liberty.

Retraxit. He has recalled, or revoked. A term in law when the plantiff or demandant says that he will proceed no further.

Respondeat superior. Let the principal answer. In civil cases the master is always to be considered as responsible for the acts of his servant.

Recital. Is the rehearsal or making mention in a deed or writing of something which has been before.

Riot. Is where three or more persons assemble together, to do an unlawful act, to the disturbance of the peace.

Recognizance. Is a bond or obligation of record, acknowledged to the commonwealth.

Revocation. Calling back a thing granted.

Reversion. Signifies returning again.

Res publica. The commonwealth.

Retorno habendo. A writ directing a return of chattels to one from whom they had been replevied.

Replevin. Is a remedy ground and grantd upon a distress, being a re-deliverance of the thing distrained to remain with the first possesser, on security or pledges given by him to try the right with the distrainer, and to answer him in a course of law.

Scire fieri. Caused to be made known.

Scire facias. Cause it to be made known. The name given to a judicial writ ordering the defendant to shew cause why execution should not be issued, or something else should not be done in a legal proceeding between the parties.

Sine die. Without a day.

Ss. (Scilicet.) To wit.

Status quo. The state or condition in which.

Sui generis. Of his own kind. Peculiar.—Unique.

Sub pœna. Under a penalty. The name given to a writ summoning witnesses.

Subpœna an audiendum. Summon to hear.

Subpœna ad respondendum. Summon to answer.

Synonymous. A thing of the same name, or of the like signification.

Summum bonum. The chief good.

Secundum artem. According to art. To die *secundum artem*—to die under the doctor's hands.

Secundum formam statuti. According to the form of the statute.

Solvontur tabulæ. The bills are dismissed. The defendant is acquitted.

Sub rosa. Under the rose. Secretly.

Surplus. Is a superfluity or addition more than is needful.

Supersedeas. Remove or set aside. A writ to stay proceedings.

Transcript. Is the copy of any original writing.

Tecum duces. Bring with you.

Tenement. A house.

Testatum ca. sa. A *capias ad satisfaciendum* directed to the sheriff of another county.

Testatum fi. fa. *A fieri facias* with a similar direction.

Toga virilis. The manly robe.

Ult. (Ultimus.) The last.

User de action, Is the pursuing or bringing an action in the proper county.

Uti possidetis. As you possess.

Vagrants. Persons not having sufficient to maintain themselves, live idle, and refuse to work.

Vade mecum. Go with me. Used as synonymous with a companion.

Vedettes. Sentinels on horseback, to watch and give notice of the approach of an enemy.

Vox populi. The voice of the people.

Venditioni exponas. Expose for sale. The name of a writ directing the sheriff to sell property therein mentioned.

Venire facias. Cause or order to come. A judicial writ by which the sheriff is required to summon a jury.

Verbatim et literatim. Word for word and letter for letter.

Verdict. Is the answer of a jury given to the court, concerning a matter of fact in any cause committed to their trial.

Vs, (Versus.) Against.

Veto. I forbid.

Vi et armis. Are words used in indictments, &c. to express the charge of forcible and violent committing any crime to trespass.

Vice versa. Conversely as thus; "the generous should be rich, and vice versa the rich should be generous."

Vide. See.

Viz. (Videlicit.) That is to say.

Viva voce. By the living voice. Not by ballot.

Vivat respublica. May the public continue.

Voire dire. Is when a witness is sworn to tell the truth respecting his interest in a matter in controversy.

Warrantly. Is a promise or covenant by deed made by the bargainer, for himself and his heirs, to warrant or secure the bargainee and his heirs, against all men for the enjoying of the thing granted.

Yeomen. Freeholders. Farmers.

THE

FEE BILL.

CONTAINING A LIST OF FEES ALLOWED IN ALL THE VARIOUS COURTS OF JUSTICE IN PENNSYLVANIA, AS FIXED BY THE LAST ACT OF ASSEMBLY.

Attorney General's Fees.

	DLS.	CTS
Drawing indictment and prosecuting every offence indictable only in the oyer and terminer,	4	00
A bill for an offence indictable only in the oyer and terminer, returned ignoramus,	3	00
Drawing indictment and prosecuting every offence indictable in the quarter sessions,	3	00
Every case of surety of the peace heard and decided before the court,	1	50
When a case is settled with leave of court, before a bill found,	1	50
A bill for an offence indictable in the quarter sessions, returned ignoramus,	1	50
Certificate to supreme court on instrument of incorporation,	3	00

Fees of the Attorneys at Law.

	DLS.	CTS
For issuing præcipe for the commence-		

ment of any suit, entering an appearance on the prothonotary's docket, if the suit is ended on or before the first day of the first term,	1 50
Every suit ended after the first day of the first term, and before judgment, discontinuance, or *non pros*, the further sum of	1 50
Every suit prosecuted to judgment, discontinuance, or *non pros*,	3 00
On an appeal from the judgment of a justice of the peace, if settled on or before the first day of the term to which the appeal is entered, the sum of	1 00
If settled after the first day of such term, and before judgment, the sum of	2 00
If judgment is rendered, non suit or discontinuance obtained, the sum of	3 00
On all judgments entered by warrant of attorney, on application of plaintiff, or on confession and transcripts of judgment from the dockets of justices of the peace, filed in the courts of common pleas, on which executions are issued, the sum of	3 00
On all judgments obtained in amicable actions, or the filing of a declaration and confession of judgment thereon, the sum of	3 00

Sheriff's Fees.

	DLS. CTS
For serving *capias*, with commitment, or bail bond, and return,	1 00
Each defendant besides the first,	37½

Assigning bail bond,	12½
Serving summons or *certiorari*,	75
Serving *scire facias*,	75
Each defendant besides the first,	25
For copy of summons,	12½
For copy of *scire facias*,	37½
For taking and filing *replevin*, or attachment bond, or other indemnification to be furnished by the sheriff,	37½
Travelling expenses for each mile actually travelled and for none other, the mileage to be circular.	04
Executing *fi. fa.* if money paid without levy or sale,	1 00
Delivering lands or tenements to creditor, and no commission in such case to be taken,	2 00
Levying on lands or goods, and selling the same, for each other dollar not exceeding three hundred dollars,	02
For every dollar above three hundred, and not exceeding one thousand,	01
For every dollar above that sum,	00½
And the same commission shall be allowed where the money is paid to the sheriff after levy made on personal property, only without sale; but no commission shall be taken for more than the real debt: and then only for the money actually received by the sheriff and paid over to the creditor,	
Advertising expenses, where goods or lands are sold and actual notice given; or where money is paid after such advertisment and notice in each suit.	2 25
Vendue cryer, for each sale,	75

For summoning jury of inquiry, taking inquisition and return,	3 00
Where the sheriff shall have more than one writ of execution against the same defendant or defendants, returnable to the same term, he shall not be allowed the costs of more than one inquistion: *Provided*, That it shall be the duty of the sheriff to lay the said writ or writs before the jury, and to enter the result of the inqusition thereon, and make return thereof as is by law directed, for which entry and return the sheriff shall receive	50
That no fee or compensation shall be allowed to jurors in taking inquisition on *fieri facias*. unless held on the premises levied on, in pursuance of notice for that purpose from the defendant.	
Executing writs and orders of partition or valuation, attesting, jury and return,	2 62½
If engaged more than one day, each subsequent day	1 50
Summoning party to appear on partition or summons of landlord against tenant,	75
Commission for recovering and paying money on attachment *ca. sa.* and services in executing landlord's warrant, for every dollar not exceeding three hundred,	02
For every dollar above three hundred and not exceeding one thousand,	01
All above that sum,	00¼
No commission for more than the real debt, and then only for the money actually received by the sheriff and paid over to the creditor	

Deed on sale of land including acknowledgment to be paid by the purchaser,	2	00
Executing *haberi facias, possessionem retorno habendo, levari facias, venditioni exponas or liberari facias*, each,		75
Return of *non est inventus, tarde venit*, or *nulla bona*,		18¾
Serving *subpœnas*, each person.		12½
Subpœna on divorce,	1	00
Making proclamation on divorce,	1	00
Serving citation and return,		50
Serving process on indictment,	1	00
Every capital cause,	2	00
Every other criminal cause,	1	00
Levying fines per dollar,		03
Fee to be on discharge of a prisoner for debt above twenty dollars,		37½
If under twenty dollars,		25
Serving an attachment,		75
Fee on commitment for any criminal matter to be paid on discharge of prisoner,		37½
Executing bail piece,		75
Executing death warrant,	12	00
Each action in court,		12½
Advertising general elections, in addition to printers' bills to be paid by the county,		75
When no paper is printed in the county	4	00
In special elections, for serving writ on the judge of each election district,		75
For each juror summoned and returned to serve at any court, to be paid by the county, without mileage,		25

On *testatem* writs and process, no mileage but for that actually travelled by the sheriff, but to be allowed for transmis-

sion of such writs at the common rates of postage.

For selling real estate under decree or order of any court, for any sum not exceeding three hundred dollars, for each dollar, 02

Above that sum and not exceeding one thousand, for each dollar, 01

All above that sum, for each dollar, 00½

No fee shall be allowed to the sheriff for jury fees on any inquisition for any more than the sheriff may have actually paid to the jury.

Fees of Prothonotary of the Supreme Court.

	DLS.	CTS
Issuing writ, taking recognizances, docketing and return,	1	50
Each continuance,		09
All services rendered in and about any cause from inferior court, including entry of judgment,	1	50
Issuing and docketing any writ of execution,	1	00
Issuing and docketing writ of *certiorari* on suggestion of diminution of record, and return thereon,	1	00
Remittitur on writ of error,		75
Putting on issue list,		09
Filing affidavit and motion for mandamus, or in case of *quo warranto*,		37½
Receiving charter of incorporation certificate and seal,		75

Entering motion and filing reasons in arrest of judgment, or for a new trial,	12½
Entering motion and rule,	18¾
Entering satisfaction,	12½
Issuing subpœna and seal,	25
Each name after the first,	02
All witnesses' names to be put in one subpœna, unless separate subpœnas shall be required by the party,	50
Issuing attachment and entering motion therefor,	50
Copy of record or paper filed, or any part thereof, for every ten words,	01
Certificate and seal,	25
Every search where no other service is rendered to which any fee or fees are attached,	12½
Taxing a bill of costs other than prothonotary's,	18¾
Filing any paper not relating to any suit pending, and not herein especially provided for,	12½
Stationary in each cause,	12½

Fees of the Clerk of Oyer and Terminer.

	DLS. CTS
All services performed in any one prosecution, where a bill is found by the grand jury, except subpœnas,	3 00
Where a bill is returned ignoramus,	1 00
For subpœnas, copy of record, seal and certificate, the same fees shall be allowed as are given to the clerks of the quarter sessions.	

Fees of the Prothonotary of the Courts of Common Pleas and District Courts.

	DLS. CTS
Every writ of *capias*, summons, *fieri facias*, or *capias ad satisfaciendum*, docketing the same, and return thereon,	50
Every *certiorari*,	50
Every other writ,	75
All services to be rendered at the first court, including entering appearance pleas and special bail,	37½
Every subsequent court previous to trial,	18¾
All services rendered in, about, and during trial, including the swearing of constable, jury, and witnesses, and recording of verdict and judgment,	75
Filing and entering, if necessary, all papers relative to one suit,	37½
Taking a recognizance,	12½
Bail piece with certificate and seal,	37½
Entering motion and filing reasons in arrest of judgment, or for a new trial,	18¾
Entering motion and rule,	09
Entering satisfaction,	12½
Issuing subpœna and seal,	25
Each name after the first,	02
All witnesses' names to be put in one subpœna, unless separate subpœnas should required by the party.	
Issuing attachments and entering motion therefor,	37½
Copy of record or paper filed, or any part thereof, for every ten words,	01
Certificate and seal,	25

Drawing list of special jury, striking, and copies for the parties,	50
Every search where no further service is rendered, to which any fee or fees are attached,	12½
Entering judgment confessed on warrant of attorney, including all services,	50
Entering amicable suit,	25
Issuing *venire*, in each case when tried by a jury,	75
Issue list for each suit, each time,	06
Stationary in each suit, when divided,	10
Taxing a bill of all costs, other than prothonotary's,	18¾
Making return to writ of error,	75
Entering proceedings of Supreme Court,	37½
Entering transcript of Justices' docket,	25
Entering appeal from Justice or Justices,	25
Citation with seal, and motion therefor,	25
Suggesting death of a party,	09
Suggesting diminution of record,	09
Substituting a party on record,	09
Administering an oath, other than on the trial of a cause,	04
General certificates for jurors' and constables' pay, to be paid by the county,	50
Filing petition of insolvent debtor, recording order, and all proceedings on the same,	75
Subpœna, or bill of divorce,	75
All other proceedings on petition for divorce, excepting for subpœnas for witnesses,	2 00
Reading and filing bill to perpetuate testimony,	12½
Order of Court thereon, and recording the same,	1 00

Commission to examine witnesses,	75
Entering return thereof,	12½
Copy of a rule to take depositions,	25
All proceedings on petition to enforce contract with a decedent,	75
All proceedings on a petition of an administrator to make deed,	75
All proceedings on petition of present sheriff to execute deed for land sold by his predecessor,	50
All proceedings on acknowledging a deed, barring estates tail,	75
Filing all election returns at each general election, to be paid by the county,	1 00
Filing and docketing balances due from collectors,	18¾
Informing auditors, county commissioners, and directors of the poor, of their election, and of the time of their meeting, paid by the county, each,	12½
Filing any paper, not relating to any suit pending, and not herein before specially provided for,	12½
Furnishing blank notice to refer, filing the same, with copy under seal,	50
Appointment of arbitrators, and entry on docket, including proof of service of notice,	50
Rule of reference under seal,	25
Each copy thereof, when made by prothonotary	18¾
Filing and entering report of arbitrators,	12½
Receiving and entering an appeal from an award of arbitrators, taking recognizances, receiving and paying costs,	50
Filing petition in case of lunacy, and order of court,	50

Issuing commission,	75
Writ to sheriff,	50
Entering a confirmation of inquisition, and appointment of committee,	75
Taking and filing bond of committee,	37½
All services on a sale of a lunatic's estate, including the annual filing of the committee's accounts,	2 00
For all services in case of partition, subsequent to judgment, the same fees as are allowed the clerk of the orphan's court for similar services.	
Transmitting to the secretary of the commonwealth, copies of election returns for each person, to be paid by the county,	18¾
Writ of Habeas Corpus, and proceedings thereon,	75
Application for maintenance or alimony,	1 00

☞ Fees of the Prothonotary of the Supreme and Nisi Prius Courts, to be the same as the Common Pleas.

Fees of the Clerk of the Orphans' Court.

	DOLS CTS
Filing petition or report, and entry on record thereof,	37½
Entering judgment, order, or rule of court,	18¾
Entering appointment of guardians, copy and seal,	50
Entering settlements of accounts of executors, administrators, or guardians, recording, copy, and seal,	1 00

Filing petition for pension, order, copy, and seal,	37½
All proceedings on inquisitions on real estate, including order, confirmation, recognizances, recording and copy,	2 25
All proceedings for the sale of real estate, recognizance or confirmation, recording and copy,	3 00
For writing and filing bonds, securing the payment of each share,	50
For filing bonds for each share, when not written by the Clerk of the Orphans' Court,	06¼
Entering motion and rule,	18¾
Issuing subpœna, and seal	25
Each name after the first,	02
All witnesses' names to be put in one subpœna, unless separate subpœnas be required by the party.	
Issuing citation with seal, and entering motion therefor,	37½
Issuing attachment and entering motion therefor,	37½
Copy of record or paper filed, on any part thereof, for every ten words,	01
Certificate and seal,	25
Every search, where no other service is rendered, to which any fee or fees are attached,	12½
Filing any paper not herein before specially provided for,	12½
Taking recognizance,	12½
Recording a draft,	18¾
Writing advertisements directed by Orphans' court, for sale of intestate land each,	18¾
Making out an order under seal to audi-	

tors appointed to apportion intestates' property among his or her creditors, and to auditors appointed to settle and adjust the accounts of administrators or guardians, 75

Filing said report and entering approbation of court thereon, 15

Copy of said report for the use of either of the parties if demanded, each item, 01

Seal and certificate, 25

Provided always, That the books hereafter to be purchased by the register and clerk of the orphans' court, for the records of their offices, shall be paid by orders drawn by the county commissioners of the proper county, on the treasurer thereof.

Fees of Clerk of Quarter Sessions and Mayors' Court.

	DOL. CTS
Venire for and swearing grand jury, to be paid by the county,	75
Filing and entering, if necessary, all papers relating to one case or prosecution, where a true bill is returned by the grand Jury,	75
The same services in other cases,	50
Calling recognizance and entering forefeiture,	12½
Taking a recognizance in court,	18¾
Respiting or discharging forefeited recognizance and motion therefor,	10
Every other motion and rule,	25
Entering discharge for proclamation,	09

Agreement of defendant,	20
Entering pleas and joinder of issue,	18¾
Continuance,	04
Entering reaction of pleas or *nolle prosequi*,	37½
Entering submission and judgment,	50
Swearing jury, witnessess, constable, and entering verdict and judgment,	50
Services rendered in cases of surety of the peace,	37½
Process on indictment, docket entry, and sheriff's return thereon,	75
Filing petition and order thereon,	18¾
Filing petition for a view or review of a road or bridge, and order under seal,	75
Recording return, for every ten words,	01
Order to open a road with draft thereof, under seal,	1 00
Constable's bond,	18¾
Certificate to road viewers of services performed, to be paid by the county, each,	09
Registering negro,	18¾
Registering brands,	18¾
Receiving and entering constable's return, to be paid by the county, each,	12½
Filing and recording returns of borough and township elections, for each person elected, to be paid by the county,	12½
Stationary in each cause,	12½
Issuing subpœna and seal,	25
Each name after the first,	02
All witnesses' names to be put in one subpœna, unless seperate subpœnas be required by the parties.	
Issuing attachment, entering motion therefor, and return,	37½

Copy of a record or paper filed, or any part thereof, for ever ten words	01
Certificate and seal,	25
Every search where no other service is rendered, to which any fee or fees are attached,	12½
Taxing a bill of costs other than clerk of the Sessions,	18¾
Making return to writ of error,	75
Entering proceedings of supreme court,	37½
Entering appeal from Justices,	37½
General certificate for jurors' and constables' pay, to be paid by the county,	75
Issuing notice to defaulting jurors,	25
Issuing *fieri facias* against defaulting jurors,	37½
Filing any paper not relating to any suit pending and not herein before especially provided for, or on which no other fee has been allowed,	12½
All proceedings on tavern license,	50
All proceedings on a pedlar's license,	75
All services in every apprentice case,	75
Every warrant of seizure, and proceedings thereon,	1 00

Fees of Aldermen and Justices of the Peace.

	DOL. CTS
For information or complaint, on behalf of the commonwealth, for every ten words,	01
Docket entry of action on behalf of the commonwealth,	06¼
Warrant or mittimus on behalf of the commonwealth,	12½

Writing an examination, or confession of defendant, for every ten words,	01
Administering oath or affirmation,	03
Taking recognizance in any criminal case, and returning the same to court,	20
Entering judgment on conviction for fine,	08
Recording conviction or copy thereon, for every ten words,	01
Warrant to levy fine or forfeiture,	20
Bail piece and return, or *supersedeas*	12½
Discharge to jailor,	12½
Entering discontinuance in case of assault and battery,	12½
Entering complaint of master, or apprentice,	08
Notice to master, mistress, or apprentice,	12½
Hearing parties and discharging complaint.	20
Holding inquistion under landlord and tenant act, or in case of forcible entry for each day to each justice,	1 00
Precept to sheriff for each justice,	25
Recording proceedings to each justice,	37½
Writ of restitution to each justice,	25
Warrant to appraise damages,	18¾
Warrant to sell strays,	18¾
Warrant to appraise swine, entering return, advertising, &c.	75
Entering action in civil case,	06¼
Summons, *capias* or *subpœna*, each,	09
For every additional name after the first,	02
All witnesses' names to be put in one subpœna, unless separate subpœnas be required by the party.	
Subpœna duces tecum,	15
Entering return of summons and qualifying constable,	08

Entering capias and bail bond,	04
Every continuance of suit,	06¼
Trial and judgment in case of a defence made by defendant or defendants,	25
Entering judgment by confession,	06¼
Investigating plantiffs claim and entering judgment by default,	12½
Taking special bail,	08
Entering satisfaction to be charged only when an actual entry is made on the docket,	06¼
Entering amicable suit,	06¼
Entering rule to take deposition of witnesses,	06¼
Rule to take depositions,	08
Interrogatories annexed to rules for taking depositions, for every ten words,	01
Entering return of rule,	06¼
Entering rule to refer,	06¼
Rule of reference,	08
Notice to each referee,	05
Written notice to a party in any case,	08
Entering report of referees and judgment thereon,	06¼
Execution,	12½
Entering return of execution on stay of plantiff, *nulla bona* and *non est inventus* or otherwise,	08
Entering satisfaction or discontinuance,	03
Scire facias in any case,	12½
Opening judgment for a re'hearing,	08
Certificate to prothonotary, or copy of judgment in each case,	18¾
Return of proceedings on certiorari or appeal including recognizance,	37½
Receiving the amount of a judgment before execution, or where an execution	

has issued and special bail has been afterwards entered within twenty days after judgment and paying the same over, if not exceeding ten dollars,	10
If above ten and not exceeding forty dolls.	12½
If above forty dollars,	25
Every search where no other service is rendered, to which any fee or fees are attached,	06¼
Entering complaint in writing in case of attachment and swearing or affirming complainant,	15
Attachment,	18¾
Entering return and appointing freehold-	09
Advertisements, each,	12½
Order to sell goods,	12½
Order for the relief of a pauper, each justice,	20
Order to seize goods for maintenance of wife or children,	18¾
Order for premium for wolf or fox scalp to be paid by the proper county,	12½
Every acknowledgment or probate of deed, or other instrument of writing,	12½
Taking and signing acknowledgment of indenture of an apprentice, for each indenture,	12½
Assignment and making record of indenture,	18¾
Cancelling indenture,	06¼
Comparing and signing tax duplicates, each justice,	25
For marrying each couple, making record thereof and certificate to the parties,	1 50
Certificate of aprobation of two justices to the binding an apprentice of a person	

by overseer or director of the poor, to each justice,	18¾
Certificate to obtain land warrant, to each justice,	37½
Swearing or affirming county commissioner, assessor, or other township officer, and certificate thereof, to be paid by the county,	12½
Each alderman for each day's attendance at the Mayor's court in the city of Philadelphia, to be paid by the county, and no bench fees shall be charged against the county,	1 20
The fees for services under the laws of the United States, shall be as follows, viz:	
For certificate of protection,	37½
For certificate of lost protection,	18¾
For a warrant,	18¾
For commitment,	18¾
Summons for seamen in admiralty case,	18¾
Hearing thereon, with docket entry,	37½
Certificate to clerk of district court to issue admiralty process,	18¾

Constables' Fees.

	DLS. CTS
For executing warrant on behalf of the Commonwealth,	25
Conveying to jail on mittimus or warrant,	37½
Arresting a vagrant, disorderly person, or other offender against the laws, (without process) and bringing before a justice,	37½
Levying fine or forfeiture or warrant,	18¾

Taking the body into custody on *mittimus*, when bail is afterwards entered before the prisoner is delivered to the jailor,	18¾
Serving subpœna,	10
Serving summons, notice on referee, suitor, master, mistress, or apprentice, personally, each,	08
Serving by leaving a copy,	10
Executing attachment,	18¾
Arresting on capias,	18¾
Taking bail bond on capias, for delivery of goods,	12½
Notifying plaintiff where defendant has been arrested on capias, to be paid by the plaintiff,	09
Executing landlord's warrant, or serving execution,	18¾
Taking inventory of goods, each item,	01
Levying and distraining goods, and selling the same, for each dollar not exceeding thirty,	04
For each dollar above thirty,	03
And one half of the said commission shall be allowed, where the money is paid, after levy without sale, but no commission shall in any case be taken on more than the real debt, and then only for the money actually received by the constable and paid over to the creditor.	
Advertising the same,	37½
Copy of vendue paper, when demanded, each item,	01
Putting up notice of distress at Mansion house, or other public house on the premises,	10
Serving scire facias, personally,	10
Serving by leaving a copy,	12½

Executing bail piece,	10
Travelling expenses on an execution returned *nulla bona* and *non est inventus*, where the constable has been at the defendant's last residence, each mile circular,	03
Executing order for removal of pauper,	37½
Travelling expenses in said removing, each mile circular,	10
Travelling expenses in all other cases, each mile circular, counting from the office of the Justice to the house of the defendant, or where the writ or process may be served, and back again,	03

Jurors' Fees.

	DLS. CTS
Every inquisition on real estate, on *fieri facias*, when held on the premises, to be appraised in pursuance of notice given to the sheriff for that purpose by the defendant, and also every inquisition held by virtue of writs of partition or valuation, per diem,	50
Every inquisition of damages, to each juror, to be charged in the bill of costs,	37½
Each day's attendance on a view, or for any other service in the county, per day to be charged in the bill of costs,	1 00
Each day's attendance at court, whether as grand or petit juror, to be paid by the county,	1 00
Mileage for travelling to and returning from court, once in each term, to each	

juror, for each mile circular, to be paid by the county, 06¼

Witnesses' Fees.

	DLS. CTS
Each day's attendance at court, when the witness does not reside in or within one mile of the county seat,	62½
Each day's attendance at court, when the witness resides in or within one mile of the county town,	50
Each days attendance before a justice of the peace,	25
Mileage, each mile circular, in travelling to and from,	03

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